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Attorneys for Petitioner,
National Union Fire Insurance Company of Pittsburgh, Pa.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

NATIONAL UNION FIRE INSURANCE COMPANY OF
PITTSBURGH, PA, on behalf of itself and each of the
related insurers that provided insurance to respondents,

Case No.: 08 Civ 7249 (SAS)

Petitioner,

- against -

EXCEL STAFFING SERVICES INC. and its affiliated
entities,

Respondent.

**DECLARATION IN SUPPORT
OF ORDER TO SHOW CAUSE**

STATE OF NEW YORK,
COUNTY OF NEW YORK.

GREG M. BERNHARD, pursuant to 28 U.S.C. §1746, declares:

1. I am an attorney admitted to practice before this Court and an associate with Zeichner Ellman & Krause LLP, attorneys for Petitioner National Union Fire Insurance Company of Pittsburgh, Pa. ("National Union"). I make this Declaration in support of National Union's request for an Order to Show Cause to compel arbitration and to appoint an arbitrator to serve in the arbitration.

2. Submitted herewith is National Union's petition to appoint an arbitrator and to compel arbitration (the "Petition").

3. Annexed to the Petition as Exhibit 1 is the Demand for Arbitration dated June 23, 2008 served by National Union upon Respondent.

4. Annexed to the Petition as Exhibit 2 is a copy of the certified return receipt signed by Peggy Butcher.

5. Annexed to the Petition as Exhibit 3 are the ARIAS resumes of six individuals from the ARIAS Umpire list.

6. Annexed to the Petition as Exhibit 4 is the unpublished decision of the New York Supreme Court in National Union v. Dyneer.

7. Annexed to the Petition as Exhibit 5 is a copy of the Corporation Annual Report and Certificate of Disclosure filed by Excel Staffing Services, Inc. on or about July 17, 2007 from the Arizona Corporation Commission website (<http://www.azcc.gov>).

REASON FOR MOVING BY ORDER TO SHOW CAUSE

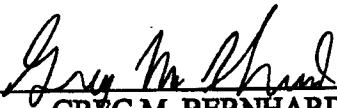
8. National Union served the Demand for Arbitration dated June 23, 2008, asserting claims for all amounts owed to it as reimbursement, expenses, fees, premiums, damages or as security pursuant to the Payment Agreement.

9. National Union moves by Order to Show Cause because Section 4 of the Federal Arbitration Act (9 U.S.C. §4) provides that the motion to compel arbitration be heard on five days' notice.

NO PRIOR APPLICATION

10. No prior application has been made for the relief requested herein.
11. I declare under penalties of perjury that the foregoing is true and correct.

Dated: August 14, 2008



GREG M. BERNHARD

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Attorneys for Petitioner,
 National Union Fire Insurance Company of Pittsburgh, Pa.

UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF NEW YORK

NATIONAL UNION FIRE INSURANCE
 COMPANY OF PITTSBURGH, PA,
 on behalf of itself and each of the related
 insurers that provided insurance to respondents,

Petitioner,

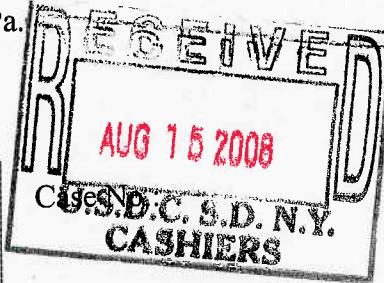
- against -

EXCEL STAFFING SERVICES INC. and its affiliated
 entities,

Respondent.

JUDGE SCHEINDLIN

'08 CIV 7249



**PETITION TO COMPEL
 ARBITRATION AND TO
 APPOINT AN ARBITRATOR**

STATE OF NEW YORK,
 COUNTY OF NEW YORK.

Petitioner, National Union Fire Insurance Company of Pittsburgh, Pa. ("National Union"), on behalf of itself and each of the related insurers that provided insurance coverage to Respondent, by its attorneys Zeichner Ellman & Krause LLP, as and for its petition to appoint an arbitrator to serve in the arbitration between National Union, and Respondent Excel Staffing Services Inc. and its affiliated entities ("Excel"), avers upon information, as follows:

This Court has subject matter jurisdiction over this matter due to the diversity of citizenship of the parties, under 28 U.S.C. § 1332(a)(1). It is a dispute between citizens of different states and the amount in controversy is more than \$75,000.

Petitioner National Union is a corporation existing under the laws of Pennsylvania, with offices and principal places of business in the Southern District of New York.

Respondent Excel is a corporation organized and existing under the laws of Arizona, with an office and principal place of business in Arizona.

Respondent is subject to the personal jurisdiction of this Court.

**THE INSURANCE PROGRAM
AND BACKGROUND FACTS**

1. Commencing on or about December 31, 2004 and thereafter, National Union and Excel entered into those certain agreements that are collectively annexed hereto as Exhibit 1, Demand Exhibit A. Those agreements, together with any applicable schedules and addenda, are referred to herein collectively as the "Program Agreements."
2. Pursuant to the Program Agreements, National Union issued policies of workers compensation insurance for the benefit of Excel and its employees.
3. The Program Agreements provide that Excel will pay certain amounts for premiums, losses, fees, and other expenses, and that Excel will also provide certain security to National Union on account of such obligations.
4. The Program Agreements explicitly contain broad arbitration clauses, requiring that any disputes be submitted to arbitration.

**DEMAND FOR ARBITRATION
AND EXCEL'S DEFAULT**

5. By Demand for Arbitration dated June 23, 2008 (the "Demand"), National Union served a demand, in accordance with the Program Agreements, on Excel demanding, inter alia, that the dispute concerning unpaid amounts due to National Union be submitted to arbitration and that Excel appoint an arbitrator within thirty days. A copy of such Demand is attached as Exhibit 1.

6. The Demand was received by Excel on June 26, 2008, as evidenced by the certified mail return receipt signed by Peggy Butcher. See, Exhibit 2.

7. The Insurance Program Agreements contain an arbitration clause (the "Arbitration Clause") that provides:

We will review the disputed items promptly and provide *You* with further explanations, details, or corrections. *You* must pay us the correct amounts for the disputed items within 10 days of agreement between *You* and us about their correct amounts. Any disputed items not resolved within 60 days after our response to *Your* written particulars must immediately be submitted to arbitration as set forth below. With our written consent, which shall not be unreasonably withheld, *You* may have reasonable additional time to evaluate our response to *Your* written particulars.

So long as *You* are not otherwise in default under this Agreement, we will not exercise our rights set forth under "What May We Do in Case of Default?", pending the outcome of the arbitration on the disputed amount of *Your Payment Obligation*.

What about disputes other than disputes about payment due?

Any other unresolved dispute arising out of this Agreement must be submitted to arbitration. *You* must notify us in writing as soon as *You* have submitted a dispute to arbitration. We must notify *You* in writing as soon as we have submitted a dispute to arbitration.

Arbitration Procedures

...

Qualifications of arbitrators: Unless *You* and we agree otherwise, all arbitrators must be executive officers or former executive officers of property or casualty insurance or reinsurance companies or insurance brokerage companies, or risk management officials in an industry similar to *Yours*, domiciled in the United States of America not under the control of either party to this Agreement.

How the arbitration must proceed: The arbitrators shall determine where the arbitration shall take place. The arbitration must be governed by the United States Arbitration Act, Title 9 U.S.C. Section 1, et seq. Judgment upon the award rendered by the arbitrators may be entered by a court having jurisdiction thereof.

You and we must both submit our respective cases to the arbitrators within 30 days of the appointment of the third arbitrator. The arbitrators must make their decision within 60 days following the termination of the hearing, unless *You* and we consent to an extension. The majority decision of any two arbitrators, when filed with *You* and us will be final and binding on *You* and on us.

The arbitrators must interpret this Agreement as an honorable engagement and not merely a legal obligation. They are relieved of all judicial formalities. They may abstain from following the strict rules of law. They must make their award to effect the general purpose of this Agreement in a reasonable manner.

The arbitrators must render their decision in writing, based upon a hearing in which evidence may be introduced without following strict rules of evidence, but in which cross-examination and rebuttal must be allowed.

The arbitrators may award compensatory money damages and interest thereupon. They may order *You* to provide collateral to the extent required by this Agreement. They will have exclusive jurisdiction over the entire matter in dispute, including any question as to its arbitrability. However, they will not have the power to award exemplary damages or punitive damages, however denominated, whether or not multiplied, whether imposed by law or otherwise.

Expenses of Arbitration: You and we must each bear the expense of our respective arbitrator and must jointly and equally bear with each other the expense of the third arbitrator and of the arbitration.

This Section will apply whether that dispute arises before or after termination of this Agreement.

See, Exhibit 1, Demand Exhibit A at A 008-009 (emphasis added). The Addendum specifically provides that:

How arbitrators must be chosen: You must choose one arbitrator and we must choose another. They will choose the third. If you or we refuse or neglect to appoint an arbitrator within 30 days after written notice from the other party requesting it to do so, or if the two arbitrators fail to agree on a third arbitrator within 30 days of their appointment, either party may make application only to a court of competent jurisdiction in the City, County, and State of New York. Similarly, any action or proceeding concerning arbitrability, including motions to compel or to stay arbitration, may be brought only in a court of competent jurisdiction in the City, County, and State of New York.

See, Exhibit 1, Demand Exhibit A at A 013 (emphasis added).

8. As shown above, not only does the Program provide that all disputes must be submitted to arbitration, but it specifically states who is qualified to serve as arbitrators.

9. By the Demand, National Union demanded that Respondent appoint an arbitrator within 30 days as required by the Arbitration Clause. See Exhibit 1, Demand at p 2.

10. Excel has not appointed an arbitrator within 30 days of the Demand, as required by the clause above.

11. This Court should compel arbitration and appoint an arbitrator, as the parties agreed.

12. On a prior occasion in another case, National Union asked another court to appoint an arbitrator, and in that instance, this Court (Justice Wetzel) turned to ARIAS*US, an association that trains and certifies arbitrators for the insurance and reinsurance industry. See attached decision by Justice Wetzel in which he "reviewed candidates from the list maintained by ARIAS*U.S.," and chose from that list. (Exhibit 3). We ask this Court to do the same.

13. All ARIAS-certified arbitrators are listed on its web page <http://www.arias-us.org>. ARIAS also lists a more select list of individuals it recommends to serve as neutral arbitrators (referred to as "Umpires").

14. In order to aid the Court to select qualified individuals, who are certified to be both qualified and neutral, National Union offers the following six candidates from the more select ARIAS Umpire list, and asks this Court to select from among these six names:

- Nasri H. Barakat
- Linda Martin Barber
- Sylvia Kaminsky
- Roger M. Moak
- Debra J. Roberts
- Richard L. White

The ARIAS resume of each of these individuals is annexed as Exhibit 4.

15. No previous application for the relief sought has been made.

WHEREFORE, this Court should issue an order compelling arbitration and appointing an Arbitrator from the list of qualified candidates proposed by Petitioner, or alternatively appoint such qualified person as the Court deems proper, and for other such relief that is deemed just and proper.

Dated: New York, New York
August 14 2008

ZEICHNER ELLMAN & KRAUSE LLP

By: Greg M. Bernhard
Michael S. Davis
Greg M. Bernhard
Mary G. McCarthy
Attorneys for Petitioner
575 Lexington Avenue
New York, New York 10022
(212) 223-0400

TO: Peggy Butcher, Chief Financial Officer
Excel Staffing Services, Inc.
33747 N. Scottsdale Road, Suite 135
Scottsdale, Arizona 85266

Cliff Blake, President
Excel Staffing Services, Inc.
33747 N. Scottsdale Road, Suite 135
Scottsdale, Arizona 85266

IN THE MATTER OF THE ARBITRATION BETWEEN:

NATIONAL UNION FIRE INSURANCE
COMPANY OF PITTSBURGH, PA., ON BEHALF
OF ITSELF AND EACH OF THE RELATED
INSURERS THAT PROVIDED INSURANCE
COVERAGE TO RESPONDENT,

Claimant,

- and -

EXCEL STAFFING SERVICES, INC.

Respondent.

DEMAND FOR ARBITRATION

TO:

**Excel Staffing Services, Inc.
15010 N 78th Way, Suite 107
Scottsdale, Arizona 85260**

**Excel Staffing Services, Inc.
14988 N 78th Way, Suite 200
Scottsdale, Arizona 85260**

**Excel Staffing Services, Inc.
3347 Scottsdale Road, Suite 135
Scottsdale, Arizona 85266
Attention: Shannon M. Day
Chief Financial Officer**

National Union Fire Insurance Company of Pittsburgh, Pa., on its own behalf and on behalf of each of its related companies (collectively, "Claimant") that provided certain insurance coverage to Excel Staffing Services, Inc. ("Respondent") beginning on December 31, 2004, pursuant to a Payment Agreement of December 31, 2004 and certain addenda and schedules to the Payment Agreement (the "Agreements"), hereby asserts a claim for all amounts owed to it as premiums, adjustments, expenses, fees, or reimbursements of any kind, including without limitation, any indemnification for losses or loss expenses, and any damages, interest or security that may be due in

connection therewith, pursuant to the Agreements or pursuant to any other governing agreement or obligation between the parties. Copies of the Agreements are attached collectively as **Exhibit A**.

Attached as **Exhibit B** are tabulations showing certain amounts due. These amounts are subject to further adjustment. Claimant reserves the right to update its claim based upon subsequent losses, expenses and/or fees.

Respondent has failed and refused to pay, and continues to fail to pay for certain premium, losses and loss expenses subject to reimbursement under the Agreements, and security.

The Agreements provide for arbitration of this dispute pursuant to arbitration provisions set forth therein and Claimant hereby demands arbitration thereunder.

RELIEF CLAIMED AND NATURE OF DISPUTE

Claimant seeks an award determining amounts due, and amounts which become due, to it under the Agreements and requiring payment of all such amounts, plus interest. Claimant further seeks an award of all amounts necessary for it to be secured at all times under the Agreements.

DEMAND FOR ARBITRATOR

Claimant hereby demands that Respondent appoint an arbitrator within thirty days of receipt of this Demand and notify Claimant in writing at the address stated below of such appointment.

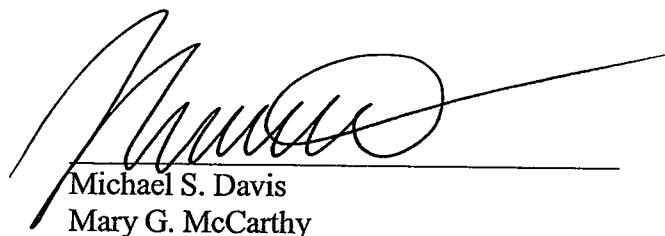
VENUE OF THE ARBITRATION

The Arbitration proceedings shall take place in New York, New York, unless otherwise determined by the arbitration panel.

CPLR SECTIONS 7502(a)(i) AND 7503(c)

Please take notice that Claimant invokes Sections 7502(a)(i) and 7503(c) of the Civil Practice Law & Rules of New York (CPLR) for the limited purpose of notifying Respondent that unless Respondent applies to stay the arbitration in a court in New York County, New York, within twenty (20) days after such service of this Demand for Arbitration, Respondent shall thereafter be precluded from objecting that a valid agreement to arbitrate was not made. In all other respects, Claimant affirmatively asserts that the United States Arbitration Act, Title 9 of the United States Code, shall apply to this arbitration.

Dated: New York, New York
June 23, 2008



Michael S. Davis
Mary G. McCarthy
ZEICHNER ELLMAN & KRAUSE LLP
575 Lexington Avenue
New York, New York 10022
(212) 223-0400
Attorneys for Claimant

EXHIBIT A

PAYMENT AGREEMENT

For

Insurance and Risk Management Services

effective on the 31 day of December, 2004

by and between us,

National Union Fire Insurance Company of Pittsburgh, Pa.

On behalf of itself and all its affiliates including, but not limited to:

American Home Assurance Company

The Insurance Company of the State of Pennsylvania

National Union Fire Insurance Company of Pittsburgh, Pa.

Commerce and Industry Insurance Company

Birmingham Fire Insurance Company

Illinois National Insurance Company

American International South Insurance Company

AIU Insurance Company

American International Pacific Insurance Company

Granite State Insurance Company

Landmark Insurance Company

National Union Fire Insurance Company of Louisiana

New Hampshire Insurance Company

And You, our Client

EXCEL STAFFING SERVICES INC

15010 N 78TH WAY STE 107

SCOTTSDALE AZ 85260-2812

In consultation with Your representative

RISK STRATEGIES CO INS BROK IN

160 Federal Street

Boston MA 02110

PAYMENT AGREEMENT

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PAYMENT AGREEMENT

WHO HAS AGREED TO THIS AGREEMENT?

This Agreement is between:

- You, the organization(s) named as "our Client" in the Schedule, and us, the insurer(s) named in the Schedule.

The words "we", "us" and "our" in this Agreement refer to the Insurer(s) named in the Schedule.

WHAT HAVE YOU AND WE AGREED TO?

We have agreed to the following:

- to provide You insurance and services according to the *Polices* and other agreements; and
- to extend credit to You by deferring our demand for full payment of the entire amount of *Your Payment Obligation* if You make partial payments according to this Agreement.

To induce us to agree as above,

You have agreed to the following:

- to pay us all *Your Payment Obligation* and to perform all *Your other obligations* according to this Agreement and *Schedule* for all entities covered by the *Policies*;
- to provide us with collateral according to this Agreement and *Schedule*;

WHEN DOES THIS AGREEMENT BEGIN?

This Agreement begins on the Effective Date shown in the first page (the title page) of this Agreement. Unless otherwise agreed in writing, this Agreement will also apply to any Policies and Schedules that we may issue as renewals, revisions, replacements or additions to the attached Schedule and the Policies listed there.

WHEN WILL THIS AGREEMENT END?

This Agreement will end only after You and we have settled and paid all obligations between You and us relating to this Agreement. Neither You nor we may cancel this Agreement without the other's consent.

WHICH WORDS HAVE SPECIAL MEANINGS IN THIS AGREEMENT?

Words with special meanings in the *Polices* have the same meanings in this Agreement as they have in the *Polices*. Non-italicized capitalized words in this Agreement are defined in the *Polices*, or their meanings are otherwise described in this Agreement.

The following are definitions of other special words. Terms printed in this Agreement in *italic* typeface have the meanings described below.

1. **"ALAE"** means Allocated Loss Adjustment Expense as defined in the *Policies*.
2. **"Deductible Loss Reimbursements"** means the portion of any *Loss* and *ALAE* we pay that You must reimburse us for under any **"Deductible"** or **"Loss Reimbursement"** provisions of a *Policy*.
3. **"Loss"** or **"Losses"** means damages, benefits or indemnity that we become obligated under the terms of the *Policies* to pay to claimants.
4. **"Policy"** or **"Policies"** means:
 - any of the Insurance *Policies* described by their *Policy* numbers in the *Schedule*, and their replacements and renewals;
 - any additional Insurance *Policies* that we may issue to You that You and we agree to make subject to this Agreement.
5. **"Retained Amount"** or **"Retention"** means one of the following:
 - Self-Insured Retention:** the amount specified in the applicable *Policy* as Your Self-Insured Retention per occurrence, accident, offense, claim or suit; or
 - Deductible:** the amount specified in the applicable *Policy* as the Reimbursable or Deductible portion of *Loss* per occurrence, accident, offense, claim or suit; or
 - Loss Limit:** the portion of any *Loss* we pay because of an occurrence, offense, accident, claim or suit, that we will include in the computation of the premiums.

PAYMENT AGREEMENT

The *Policies* show the type of *Retention* that applies to any specific occurrence, offense, accident, claim or suit.

6. "Schedule" means each of the attachments to this Agreement that describes specific elements of the Agreement for a specified period of time. Each *Schedule* is a part of this Agreement. Additional *Schedules* or amendments to *Schedules* may be attached to this Agreement from time to time by mutual agreement between You and us.
7. "You" or "Your" means the person or organization named as our Client in the title page of this Agreement, its predecessor and successor organizations, and each of its subsidiary, affiliated or associated organizations that are included as Named Insureds under any of the *Policies*. Each is jointly and severally liable to us for the entire amount of Your *Payment Obligation*.
8. "Your *Payment Obligation*" means the amounts that You must pay us for the insurance and services in *Policies* and agreements with us incurred before the inception date hereof. Such amounts shall include, but are not limited to, any of the following, including any portions thereof not yet due and payable:
 - the premiums and premium surcharges,
 - *Deductible Loss Reimbursements*,
 - any amount that we may have paid on Your behalf because of any occurrence, accident, offense, claim or suit with respect to which You are a self-insurer,
 - any other fees, charges, or obligations as shown in the *Schedule* or as may arise as You and we may agree from time to time.

Loss Reserves: Your *Payment Obligation* includes any portion of the premiums, premium surcharges, *Deductible Loss Reimbursements* or other obligations that we shall have calculated on the basis of our reserves for *Loss* and *ALAE*. Those reserves shall include specific reserves on known *Losses* and *ALAE*, reserves for incurred but not reported *Losses* and *ALAE*, and reserves for statistically expected development on *Losses* and *ALAE* that have been reported to us. Any *Loss* development factors we apply in determining such reserves will be based on our actuarial evaluation of relevant statistical data including, to the extent available and credible, statistical data based upon Your cumulative *Loss* and *ALAE* history.

WHAT ELSE SHOULD YOU KNOW ABOUT YOUR PAYMENT OBLIGATION?

Amounts: We will calculate Your *Payment Obligation* according to the methods stated in the *Policies* and any other similar primary casualty insurance *Policies* and agreements between us.

You must abide by the results under this Agreement of any payment of *Loss* or *ALAE* that the claims service provider or we shall have made in the absence of negligence and in good faith under any of the *Policies*.

Credit: Credit is extended to You whenever Your payment of some or all of Your *Payment Obligation* is postponed beyond the effective date of the insurance *Policies* to which such obligations pertain. Any extension of unsecured credit to You under this Agreement is extended only for the duration of the *Policy* year for which it is extended. It is subject to review and revision or withdrawal at each anniversary of this Agreement or at other times in accordance with the terms of this Agreement. Any extension of credit to You under this Agreement, including any deferral or waiver of the collection of collateral from You is not an assumption by us of any of Your obligations to us. Any extension of credit to You does not limit our right to enforce Your performance under this Agreement. A Credit Fee may be charged for any unsecured credit extended to You. The Credit Fee, if any, is shown in the *Schedule*. Any such Credit Fee is an annual fee and applies only to the *Policy* year to which such *Schedule* applies. A renewal Credit Fee may be charged for the period of any renewed extension of unsecured credit, and shall be shown in the *Schedule* pertaining thereto.

Payment of the Credit Fee, if any, is neither payment of premium for insurance of any kind nor payment of *Deductible Loss Reimbursements*.

WHEN MUST YOU PAY YOUR PAYMENT OBLIGATION?

All payments are due by the due date stated in the *Schedule*, or as respects Additional Payments, within 30 days of the later of the *Invoice*, *Notice* or *Bill* date or Your evidenced receipt date of the *Invoice*, *Notice* or *Bill* for each such Additional Payment.

WHAT IS THE PAYMENT PLAN?

PAYMENT AGREEMENT

Deposit and Installments

You must pay us a Deposit and Installments in the amounts and by the dates shown in the Schedule for the Policies described in the Schedule.

Claims Payment Deposit: If so shown in the Schedule, the Deposit includes a Claims Payment Deposit. The Claims Payment Deposit will not bear interest. We will return the amount of the Claim Payment Deposit to You when You have paid us all amounts due us.

If the total amount of claims we shall have paid on Your behalf exceeds the sum of the Claims Payment Deposit for three (3) consecutive billing periods, we may require You to pay us additional funds for the Claims Payment Deposit. However, the entire Claims Payment Deposit shall not exceed 250% of the average amount of the claims we had paid in each of the prior 3 periods.

Additional Payments

You must also make payments in addition to the Deposit and Installments according to the Payment Method described under "Additional Payments" in the Schedule.

WHAT IS THE BILLING METHOD?

Deposit and Installments: You must pay us the amounts shown in the Schedule as "Installments". You must pay us those amounts by their Due Dates shown there.

Additional Payments: You have chosen the Direct Billing Method or the Automatic Withdrawal Method, or a combination of both. Your choice is shown in the Schedule.

Direct Billing Method

For the Additional Payments described under "WHAT IS THE PAYMENT PLAN?", we will further bill You as necessary for the payment of Losses we must pay or have paid within Your Retention and Your share of ALAE covered by the Policies. We will not bill more than permitted under any Aggregate Stop or Maximum Premium or Maximum Insurance Cost provisions that apply to the Policies.

Automatic Withdrawal Method

For the Additional Payments described under "WHAT IS THE PAYMENT PLAN?", we will draw funds from the "Automatic Withdrawal Account" described in the Schedule as necessary for the payment of Losses within Your Retention and Your share of ALAE covered by the Policies. We will not withdraw more than permitted under any Aggregate Stop or Maximum Premium or Maximum Insurance Cost provisions that apply to the Policies. You hereby authorize us to withdraw funds from that Account upon our demand.

You must pay enough cash into that "Automatic Withdrawal Account" to cover our expected payments of Loss within Your Retention and Your share of ALAE during the next Claims Payment Fund Coverage Period shown in the Schedule. The minimum amount of such cash funds is shown in the Schedule as "Minimum Amount". You must make a payment in that amount into that Account immediately whenever its balance falls below 25% of that amount. Interest earned on that Account belongs to You.

PAYMENT AGREEMENT

WHAT ABOUT COLLATERAL?

Collateral Is Required

You must deliver collateral acceptable to us to secure Your Payment Obligation at the time(s), in the form(s) and in the amount(s) shown in the Schedule. Subject to the terms of this Agreement, we may apply any collateral we hold in connection with this or any other similar primary casualty Insurance Policies or agreements to Your Payment Obligation.

Grant of Security Interest and Right to Offset

You grant us a possessory security interest in any property You deliver to us to secure Your Payment Obligation. You also grant us a continuing first-priority security interest and right of offset with respect to all premiums, surcharges, dividends, cash, accounts, or funds that are payable to You and are now or may in the future come into our possession in connection with Your Payment Obligation. You agree to assist us in any reasonable way to enable us to perfect our interest. You direct us to hold all such sums as collateral for Your Payment Obligation as they may be payable now or may become payable in the future.

Letter of Credit

Any letter of credit must be clean, unconditional, irrevocable and evergreen. It must be from a bank that we and the Securities Valuation Office of the National Association of Insurance Commissioners have approved and in a form acceptable to us. It must be in the amount shown in the Schedule.

If any letter of credit is canceled, no later than 30 days before that letter of credit expires, You must deliver to us a substitute letter of credit that complies with the requirements set forth above. Upon Your written request, we will not unreasonably withhold our consent to a reasonable extension of the time within which You must deliver such a substitute letter of credit to us. The substitute letter of credit must take effect no later than the date of termination of the expiring letter of credit. Your duty to deliver such a letter of credit will continue until You have satisfied all Your obligations under this Agreement and the Policies. If You fail to provide us with a qualifying substitute letter of credit as indicated above, we may draw upon the existing letter of credit in full.

Other Collateral

With respect to any collateral we accept other than a letter of credit, including but not limited to any collateral we hold in trust or escrow, any agreements between You and us about our respective rights and obligations with respect to such collateral are incorporated by reference into this Agreement. Nothing in those agreements will limit or modify any of our rights under this Agreement.

Collateral Reviews

The collateral we require to secure Your Payment Obligation is subject to reviews and revisions as described below.

We will review our collateral requirement annually. In addition, we may review our collateral requirement at any time that we may deem reasonably necessary, including at any time after an event such as but not limited to the following:

1. the non-renewal or cancellation of any Policy to which this Agreement applies,
2. the failure or violation of any financial covenants or tests, or minimum financial rating (if any) specified in the Schedule,
3. the occurrence of any direct or indirect transaction for the merger or consolidation, or the conveyance, sale, transfer, dividend, spin-off, lease, or sale and lease back, of all or any material portion of Your property, assets, business or equity to any other entity,
4. any material adverse change in the financial condition of You, Your subsidiaries or affiliates taken separately or in combination, or any other entity on which we rely for security or guarantee in connection with this Agreement.

You and we will cooperate with each other and each other's designated consultants in the conduct of such reviews.

If as a result of any review we find that we require additional collateral, You will provide us such additional collateral within 30 days of our written request, which shall be accompanied by a worksheet showing our calculation of the amount thereof. If a return of collateral to You is indicated, we will return annually the indicated amount to You within 30 days of our written acknowledgement thereof.

PAYMENT AGREEMENT

Collateral Adjustment Procedure

The additional collateral that *You* must provide us will be in the amount of the difference between the total unpaid amount of *Your Payment Obligation* and the total amount of *Your collateral* that we then hold. We may adjust the collateral requirement relating to the unexpired term of the *Policies* on the basis of our evaluation of *Your financial condition*. If such difference is a negative sum, that sum is the amount that we will return to *You*. However, we are not obligated to return collateral to *You* if *You* are in default of any provision of this Agreement or any other similar agreement relating to *Your primary casualty insurance* with us.

Financial Information

You must provide financial information to us as a basis for our collateral reviews within 14 days after our request. If *You* are not subject to the reporting requirements of the Securities and Exchange Act of 1934, *You* must provide us copies of *Your* audited annual financial statements.

If we so request, *You* must provide us such financial information as we may reasonably deem necessary to determine *Your financial condition*, including but not limited to copies of *Your* completed quarterly financial statements. Those statements must include the following:

- balance sheet,
- income statement,
- statement of retained earnings,
- cash flow statement,
- notes to the statements, and
- any supplemental schedules.

Reporting Requirement

Give us prompt notice of the event of any default as described in the section titled "What is a Default", or any event described in the section titled "Collateral Reviews" in this Agreement, that has happened or is about to happen.

As an alternative to the above, at *Your* option, provide us with the same notices at the same time that *You* provide such notices to any other creditor regarding any material financial or operational condition that *You* are obligated to report to such other creditor.

WHAT IS DEFAULT?

Default is any of the following:

1. failure by *You* or any of *Your* subsidiaries or affiliates to perform within 5 days after its due date any obligation *You* or any of *Your* subsidiaries or affiliates have under this Agreement or any other agreement with us.
2. *Your* insolvency, or the occurrence of any of the following:
 - the commencement of liquidation or dissolution proceedings, *Your* general failure to pay debts as they become due, general assignment by *You* for the benefit of creditors, the filing by or against *You* of any petition, proceeding, case or action under the provisions of the United States Bankruptcy Code or other such law relating to debtors, the appointment of, or the voluntary or involuntary filing for a petition for the appointment of, a receiver, liquidator, rehabilitator, trustee, custodian or similar official to take possession or control of any of *Your* property; or
 - *Your* default on any material outstanding debt not cured within its applicable cure period, if any.
3. the cancellation by *You*, without our prior consent, of any *Policy* material to this agreement. However, *Your* concurrent cancellation of all the unexpired *Policies* shall not constitute default.
4. the discovery of any material inaccuracy or incompleteness in any representation, warranty or condition precedent *You* make in connection with this Agreement, the insurance afforded by any of the *Policies* or *Your Payment Obligation*.

WHAT MAY WE DO IN CASE OF DEFAULT?

If default occurs, we may take reasonable and appropriate steps that are necessary to protect our interest. We will exercise good faith consistent with usual and customary commercial and credit practice in selecting and exercising such steps. We may take steps such as the following:

PAYMENT AGREEMENT

1. We may declare the entire unpaid amount of *Your Payment Obligation* immediately due and payable.
2. We may change any or all unexpired *Polices* under Loss Reimbursement or Deductible plans to Non-Deductible plans for the remaining term of any such *Policy*, to become effective after ten days written notice to *You*. We will therewith increase the premiums for those *Polices* in accordance with our applicable rating plan.
3. We may draw upon, liquidate, or take ownership of any or all collateral we hold regardless of the form, and hold or apply such amounts to any of *Your Payment Obligations* under this Agreement or any other premium, surcharge or deductible financing agreement between *You* and us, or under any *Polices*. However we will not draw upon, liquidate, or take ownership of more collateral than is reasonably necessary to protect our interest.
4. We may require *You* to deliver to us additional collateral, including an amendment to the letter of credit or an additional letter of credit or other additional collateral. The other additional collateral, letter of credit or its amendment must conform to the requirements described above. You must deliver it within 15 days of *Your* receipt of a written notice from us.
5. We may cancel any or all unexpired *Polices* as if for non-payment of premium or *Deductible Loss Reimbursements*. We may apply any return of premium resulting from the cancellation to remedy any default.
6. We may withhold payment of claims to *You* or any of *Your* subsidiaries or affiliates.
7. We may satisfy *Your* obligations to us in whole or in part by set-off against any moneys, securities, collateral, consideration or property of yours received by, pledged to, held by or otherwise available to us in connection with *Your Payment Obligation*. You authorize us after any default to charge any account that *You* maintain with us in connection with *Your Payment Obligation* in order to satisfy any of *Your* obligations.

HOW WILL DISAGREEMENTS BE RESOLVED?

What if we disagree about payment due?

If *You* disagree with us about any amount of *Your Payment Obligation* that we have asked *You* to pay, within the time allowed for payment *You* must:

- give us written particulars about the items with which *You* disagree; and
- pay those items with which *You* do not disagree.

We will review the disputed items promptly and provide *You* with further explanations, details, or corrections. *You* must pay us the correct amounts for the disputed items within 10 days of agreement between *You* and us about their correct amounts. Any disputed items not resolved within 80 days after our response to *Your* written particulars must immediately be submitted to arbitration as set forth below. With our written consent, which shall not be unreasonably withheld, *You* may have reasonable additional time to evaluate our response to *Your* written particulars.

So long as *You* are not otherwise in default under this Agreement, we will not exercise our rights set forth under "What May We Do In Case of Default?", pending the outcome of the arbitration on the disputed amount of *Your Payment Obligation*.

What about disputes other than disputes about payment due?

Any other unresolved dispute arising out of this Agreement must be submitted to arbitration. *You* must notify us in writing as soon as *You* have submitted a dispute to arbitration. We must notify *You* in writing as soon as we have submitted a dispute to arbitration.

Arbitration Procedures

How arbitrators must be chosen: *You* must choose one arbitrator and we must choose another. They will choose the third. If *You* or we refuse or neglect to appoint an arbitrator within 30 days after written notice from the other party requesting it to do so, or if the two arbitrators fail to agree on a third arbitrator within 30 days of their appointment, either party may make an application to a Justice of the Supreme Court of the State of New York, County of New York and the Court will appoint the additional arbitrator or arbitrators.

Qualifications of arbitrators: Unless *You* and we agree otherwise, all arbitrators must be executive officers or former executive officers of property or casualty insurance or reinsurance companies or insurance brokerage companies, or risk management officials in an industry similar to *Yours*, domiciled in the United States of America not under the control of either party to this Agreement.

PAYMENT AGREEMENT

How the arbitration must proceed: The arbitrators shall determine where the arbitration shall take place. The arbitration must be governed by the United States Arbitration Act, Title 9 U.S.C. Section 1, et seq. Judgment upon the award rendered by the arbitrators may be entered by a court having jurisdiction thereof. You and we must both submit our statement.

You and we must both submit our respective cases to the arbitrators within 30 days of the appointment of the third arbitrator. The arbitrators must make their decision within 60 days following the termination of the hearing, unless You and we consent to an extension. The majority decision of any two arbitrators, when filed with You and us will be final and binding on You and on us.

The arbitrators must interpret this Agreement as an honorable engagement and not merely a legal obligation. They are relieved of all judicial formalities. They may abstain from following the strict rules of law. They must make their award to effect the general purpose of this Agreement in a reasonable manner. The arbitrators must render their decision within 60 days of the date of this Agreement.

The arbitrators must render their decision in writing, based upon a hearing in which evidence may be introduced without following strict rules of evidence, but in which cross-examination and rebuttal must be allowed. The arbitrators may award costs.

The arbitrators may award compensatory money damages and interest thereupon. They may order You to provide collateral to the extent required by this Agreement. They will have exclusive jurisdiction over the entire matter in dispute, including any question as to its arbitrability. However, they will not have the power to award exemplary damages or punitive damages, however denominated, whether or not multiplied, whether imposed by law or otherwise.

Expenses of Arbitration: You and we must each bear the expense of our respective arbitrator and must jointly and equally bear with each other the expense of the third arbitrator and of the arbitration.

This Section will apply whether that dispute arises before or after termination of this Agreement.

TO WHOM MUST YOU AND WE GIVE NOTICES?

We will mail or deliver all notices to *You* at *Your* address in the *Schedule*. You must mail or deliver all notices to our Law Representative with a copy to our Account Executive at the address specified in the *Schedule*. All notices must be in writing.

MAY RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT BE ASSIGNED?

NEITHER YOU NOR WE MAY ASSIGN OUR RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT WITHOUT THE WRITTEN CONSENT OF THE OTHER, WHICH SHALL NOT BE UNREASONABLY WITHHELD.

WILL PAST FORBEARANCE WAIVE RIGHTS UNDER THIS AGREEMENT?

Past forbearance, neglect or failure to enforce any or all provisions of this Agreement, or to give notice of insistence upon strict compliance with it, will not be a waiver of any rights. A waiver of rights in a past circumstance will not be a course of conduct that waives any rights in any subsequent circumstance.

WHO MUST PAY TO ENFORCE THIS AGREEMENT?

If You or we fail to perform or observe any provisions under this Agreement, the other may incur reasonable additional expenses to enforce or exercise its remedies. Either You or we must reimburse the other upon demand and presentation of clear and convincing supporting evidence for any and all such additional expenses.

HOW MAY THIS AGREEMENT BE CHANGED?

This Agreement may be changed only by agreement by You and us, as evidenced by a written addendum to this Agreement, duly executed by the authorized representatives of each.

WHAT IF THE LAW CHANGES?

If any part of this Agreement should become unenforceable because of any change in law, the remainder of this Agreement will remain in full force and effect.

ARE YOU AUTHORIZED TO MAKE THIS AGREEMENT?

DO YOU AGREE TO MAKE THIS AGREEMENT?
You hereby represent and warrant that Your execution, delivery and performance of this Agreement have been authorized by all necessary corporate actions. The individual executing this agreement on Your behalf has full right and authority to execute and deliver this agreement and to bind You jointly and severally.

PAYMENT AGREEMENT

SIGNATURES

TO SIGNIFY AGREEMENT, You and we have caused this Agreement to be executed by the duly authorized representatives of each.

For National Union Fire Insurance Company of Pittsburgh, Pa.,
On behalf of itself and its affiliates first listed above:

In New York, New York,

This 15 day of March, 2005

Signed by Bradley Smith

Typed Name Bradley Smith

Title Attorney of Fact

For You, our Client

EXCEL STAFFING SERVICES INC

In Phoenix, Arizona, AZ

This 3 day of MARCH, 05

Signed by Cliff Blake

Typed Name Cliff Blake

Title PRESIDENT

2004 Addendum

to

PAYMENT AGREEMENT

By and between us

National Union Fire Insurance Company of Pittsburgh, Pa.

On behalf of itself and all its affiliates including, but not limited to;

American Home Assurance Company

The Insurance Company of the State of Pennsylvania

National Union Fire Insurance Company of Vermont

National Union Fire Insurance Company of Pittsburgh, Pa.

Commerce and Industry Insurance Company

Birmingham Fire Insurance Company

Illinois National Insurance Company

American International South Insurance Company

AIU Insurance Company

American International Pacific Insurance Company

Granite State Insurance Company

Landmark Insurance Company

National Union Fire Insurance Company of Louisiana

New Hampshire Insurance Company

(Company, "we", "us" or "our")

and You, our Client

Excel Staffing Services Inc.

This Addendum is attached to and forms a part of the Payment Agreement entered into between Company and Client as of the 31st day of December, 2004.

1. The section entitled **WHICH WORDS HAVE SPECIAL MEANINGS IN THIS AGREEMENT?**, 8. - Your Payment Obligation, is deleted and replaced with the following:

"Your Payment Obligation" means the amounts that You must pay us for the insurance and services in accordance with the terms of the Policies, this Agreement, and any similar primary casualty insurance policies and agreements with us incurred before the inception date hereof. Such amounts shall include, but are not limited to, any of the following, including any portions thereof not yet due and payable:

- the premiums and premium surcharges, taxes and assessments.
- *Deductible Loss Reimbursements*,
- any amount that we may have paid on Your behalf because of any occurrence, accident, offense, claim or suit with respect to which you are a self-insurer;
- any other fees, charges, or obligations as shown in the Schedule or as may arise as You and we may agree from time to time.

- costs and expenses incurred by any third party administrator.
- **Loss Reserves:** Your Payment Obligation includes any portion of the premiums, premium surcharges, Deductible Loss Reimbursements or other obligations that we shall have calculated on the basis of our reserves for Loss and ALAE. Those reserves shall include specific reserves on known Losses and ALAE, reserves for incurred but not reported Losses and ALAE, and reserves for statistically expected development on Losses and ALAE that have been reported to us. Any Loss development factors we apply in determining such reserves will be based on our actuarial evaluation of relevant statistical data including, to the extent available and credible, statistical data based upon Your cumulative Loss and ALAE history.

Premium Tax on Deductibles: If any claim is made by any state regulatory authority that the amounts which You have paid us as deductible reimbursements hereunder are premium, and thus subject to premium taxes and/or assessments, we will notify You of the existence of such claim. We will give You the opportunity of joining with us in any proceeding to contest such claim at Your own expense, or to contest such claim independently at Your own expense, or to pay Us the premium taxes and assessments. In the event a determination is made that said reimbursed amounts are taxable as premium or subject to assessments and You have not paid Us for these taxes and assessments in advance, You agree to pay the premium taxes and/or assessments and any related fines, penalties or interest that may be imposed as a result of the non-payment of premium taxes and/or assessments applicable to the Policies. If You have paid Us the taxes and/or assessments and We unsuccessfully contest the claim, You will not be liable to Us for any related fines, penalties or interest. If We successfully contest the claim, the taxes and/or assessments You paid in advance will be refunded to You. Any state in which premium tax on deductible reimbursements is already included in the premium charged hereunder will be identified on the Schedule.

2. The section entitled: **WHAT ELSE SHOULD YOU KNOW ABOUT YOUR PAYMENT OBLIGATION?** is amended to include the following:

We will contract with a Third Party Administrator (TPA) that you select for the adjustment of your claims under the Policies provided that we consent to your selection in advance. Our relationship with the TPA will be governed by a claims service agreement between us and the TPA, a copy of which will be made available to you upon your request. Any TPA you select must meet all of our licensing requirements. You will be responsible for any costs associated with any change from one TPA to another TPA that we or you make at any time. We will exercise good faith consistent with usual and customary commercial practice before we change one TPA to another TPA. Any amounts we pay to any TPA on your behalf shall be considered part of Your Payment Obligation, and shall include, but not be limited to the following: cost of adjusting expense at new TPA; costs or losses incurred as a result of claims handling conduct of prior TPA, including fines and penalties; fines and penalties for failure to submit accurate data to regulatory bureaus; data transfer expense; costs to retrieve or recreate information not properly maintained by prior TPA; and costs to set up new escrow account.

3. The section entitled: **WHEN MUST YOU PAY YOUR PAYMENT OBLIGATION?** is amended to include the following:

All payments are due by the due date stated in the *Schedule*, or as respects Additional Payments, within 30 days of the later of the Invoice, Notice or Bill date or Your evidenced receipt date of the Invoice, Notice or Bill for each such Additional Payment. If payment is not made when due, Interest will accrue on the unpaid balance daily after the due date at the Prime Rate then in effect at Citibank, N.A., NY, NY, plus 150 basis points.

4. The section entitled: **WHAT ABOUT COLLATERAL?** is amended to include the following:

Collateral Exchange:

At our sole discretion we may approve Your substitution or exchange of one form or instrument of collateral for another. Any replacement collateral must be in a form and drawn on a bank or insurer acceptable to us. If the original collateral was in the form of cash on which interest was being earned, a substitution may result in a change to the interest rate. We will not approve your substitution or exchange of collateral if you are in Default of any of the terms of this Agreement or have triggered any applicable Financial Covenants, Tests or Minimum Credit Ratings shown in the Schedule.

5. The section entitled: **HOW WILL DISAGREEMENTS BE RESOLVED?, ARBITRATION PROCEDURES** – How arbitrators must be chosen, is deleted and replaced by the following:

How arbitrators must be chosen: You must chose one arbitrator and we must choose another. They will choose the third. If you or we refuse or neglect to appoint an arbitrator within 30 days after written notice from the other party requesting it to do so, or if the two arbitrators fail to agree on a third arbitrator within 30 days of their appointment, either party may make application only to a court of competent jurisdiction in the City, County, and State of New York. Similarly, any action or proceeding concerning arbitrability, including motions to compel or to stay arbitration, may be brought only in a court of competent jurisdiction in the City, County, and State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives in _____, _____ this _____ day of _____.

For National Union Fire Insurance Company of Pittsburgh, Pa.,
On behalf of itself and its affiliates first listed above:

In New York, New York,
This 15 day of March 2005.
Signed by Bradley Smith
Typed Name Bradley Smith
Title Attorney of Fact

For You, our Client

Excel Staffing Services Inc.
In Phoenix / Scottsdale, Az.
This 3 day of March, 05
Signed by Cliff Blake
Typed Name Cliff Blake
Title President

Schedule of Policies and Payments

Incurred Loss Payments Plan

Effective from 12/31/2004 to 12/31/2005

Annexed to the PAYMENT AGREEMENT

effective on 01/01/2006

by and between us,

National Union Fire Insurance Company of Pittsburgh, Pa.

On behalf of itself and all its affiliates including, but not limited to:

American Home Assurance Company

The Insurance Company of the State of Pennsylvania

National Union Fire Insurance Company of Pittsburgh, Pa.

Commerce and Industry Insurance Company

Birmingham Fire Insurance Company

Illinois National Insurance Company

American International South Insurance Company

AIU Insurance Company

American International Pacific Insurance Company

Granite State Insurance Company

Landmark Insurance Company

National Union Fire Insurance Company of Louisiana

New Hampshire Insurance Company

and You, our Client

EXCEL STAFFING SERVICES INC

15010 N 78TH WAY STE 107

SCOTTSDALE AZ 85260-2612

on behalf of You and all Your subsidiaries or affiliates except those listed below:

For our use only: 572050

List of Addressees for Notices and Other Purposes

Contact Name:	Your Address:		
Company Name: EXCEL STAFFING SERVICES INC			
Street: 15010 N 78TH WAY STE 107			
City: SCOTTSDALE	State: AZ	Zip: 85260-2612	Phone: (480) 315-0490
Your Representative:			
Contact Name: Daryl Dittmer			
Company Name: RISK STRATEGIES CO INS BROK IN			
Street: 160 Federal Street			
City: Boston	State: MA	Zip: 02110	Phone: (617) 330-5720
Our Account Executive:			
Contact Name: Thomas Kaplan			
Company Name: AIG RM			
Street: 80 Pine Street, 2nd Floor			
City: New York	State: NY	Zip: 10005	Phone: 212-770-1010
Our Law Representative:			
Contact Name: Kathleen Donahue Aguilar			
Company Name: AIG DBG LEGAL			
Street: 175 Water Street, 18th Floor			
City: New York	State: NY	Zip: 10038	Phone: 212-458-7014
Remit Payments to:			
Contact Name:			
Company Name: American International Companies			
Street: PO Box 10472			
City: Newark	State: NJ	Zip: 07193	Phone:
Remit Collateral to:			
Contact Name: Attn: Mr. Art Stillwell			
Company Name: American International Group Inc.			
Street: P.O.Box 923 Wall Street Station			
City: New York	State: NY	Zip: 10268	Phone: 212-770-0898
Underwriter			
Contact Name: Dan Ovadia			
Company Name: AIG RM			
Street: 99 High Street, 31st Floor			
City: Boston	State: MA	Zip: 02110	Phone: 617-457-2954
Contact Name:			
Company Name:			
Street:			
City:	State:	Zip:	Phone:

A. Policies and Other Agreements

Workers Compensation and Employers Liability Insurance

WC 834439, WC 834440.

Commercial General Liability Insurance

Automobile Liability Insurance

Other Insurance (describe):

Other Agreements (Describe)

B. Payment Plan:**1. Cash Deposit, Installments and Estimated Deferred Amounts**

Payment No.	Due Date	Provision for Expenses And Excess Losses(1)	Special Taxes and Surcharges	Annual Credit Fee	Provision for Limited Losses(2)	Your Estimated Payment Obligation
1	12/31/2004	\$522,289	\$9,703	\$0	\$40,000	\$571,992
	Subtotals	\$522,289	\$9,703	\$0	\$40,000	\$571,992
	DLP*	N/A	N/A	N/A	\$760,000	\$760,000
	DEP*	\$0	\$0	\$0	N/A	\$0
	Total	\$522,289	\$9,703	\$0	\$800,000	\$1,331,992

DLP means "Deferred Loss Provision". This is the estimated amount You must pay us as "Additional Payments" described below.

DEP means "Deferred Expense Provision". This is an estimated amount that You must pay us as follows:

Date	Type	Amount
N/A	N/A	N/A

Notes

- (1) "Provision for Expenses and Excess Losses" is a part of the Premium. The remainder of the Premium is included under "Provision for Limited Losses".
- (2) "Provision for Limited Losses" includes provision for Loss within Your Retention (both Deductible and Loss Limit) and Your share of ALAE. Any "Deposit" in this column is the Claims Payment Deposit. Refer to definitions in the Payment Agreement.

2. Adjustments

The sums shown above are only estimated amounts. If Your Payment Obligation changes under the terms of the Policies, we will promptly notify You as such changes become known to us. All additional or return amounts relating thereto shall be payable in accordance with the terms of the Payment Agreement.

3. Additional Payments

You must pay us the installment amounts by the due dates as specified in Section B.1. We have calculated the part of those installments designated as "Provision for Limited Losses" to equal the Losses within Your Retention and Your share of ALAE that we expect to incur during the period for which Provision for Limited Losses amounts are shown in Section B.1. For the purposes of this Schedule, the amount we incur will be the sum of the amounts we pay and the amounts we reserve for payment on claims that have been reported to us, but shall not include our reserves for Losses that have been incurred but have not been reported to us.

By the end of that period,

- we will determine the actual amounts of Loss within Your Retention and Your share of ALAE that we have incurred under the Policies, and

- If we have Incurred more for Loss within Your Retention and Your share of ALAE under the Policies than the sum that You have paid us as Provision for Limited Losses, You must upon our demand pay us the difference, or
- If we have Incurred less for Loss within Your Retention and Your share of ALAE under the Policies than the sum that You have paid us as Provision for Limited Losses, we will credit the difference against Your subsequent obligation to pay us as described below; and
- we will calculate the amount of Losses within Your Retention and Your share of ALAE that we expect to incur during the next annual period. We will notify You of the due date and amount of each subsequent payment due us during the next annual period.

We will repeat this procedure at the end of each subsequent annual period until Conversion.

• Billing Methods

Billing to

You at Your address shown in the Schedule, or

Your Representative at its address shown in the Schedule; or

Automatic Withdrawal from the account described below.

If Automatic Withdrawal Account applies: Minimum Amount

Name of Depository Institutions

Address:

Account Number

4. Conversion

The Conversion Date for each *Policy* described in section A above shall be the date 60 months after the inception of such *Policy*.

On or shortly after the Conversion Date upon the presentation of our invoice, You must pay in cash the entire unpaid amount of *Your Payment Obligation* for such Policy.

C. Security Plan

1. Collateral

Collateral on Hand (by Type)	Amount of Collateral
N/A	N/A
Total Collateral on Hand	\$0

Additional Collateral Required (by Type)	Amount of Collateral	Due Date
LETTER OF CREDIT	\$840,000	12/31/2004
CLAIMS PAYMENT FUND	\$40,000	12/31/2004
Total Additional Collateral Required	\$880,000	
Total Collateral Required	\$880,000	

2. Financial Covenants, Tests, or Minimum Credit Ratios

We may require additional collateral from You in the event of the failure of a counterparty.

2 Credit Training

i. If the credit rating of the entity named below and for the type of debt described below, promulgated by Standard & Poor's Corporation ("S&P") or by Moody's Investors Services, Inc. ("Moody's"), drops below the grade shown respectively under S&P or Moody's, or

ii. If S&P or Moody's withdraws any such rating.

We may require and You must deliver such additional collateral according to the Payment Agreement up to an amount such that our unsecured exposure will not exceed the amount shown as the Maximum Unsecured Exposure next to such rating in the grid below.

"Unsecured exposure" is the difference between the total unpaid amount of Your Payment Obligation (including any similar obligation incurred before the inception of the Payment Agreement and including any portion of Your Payment Obligation that has been deferred and is not yet due) and the total amount of Your collateral that we hold.

Name of Entity: Type of Debt Rated:

Ratings at Effective Date		
S&P	Moody's	Unsecured Exposure at Effective Date

Potential Future Ratings		
S&P	Moody's	Maximum Unsecured Exposure
AA-	Aa3	
A-	A3	
BBB	Baa2	
BB	Baa2	

b. Other Financial Tests or Covenants:

3. Adjustment of Credit Fee

If the amount of unsecured exposure is changed because of Your delivery of additional collateral to us due to the requirements under item 2 above, the Credit Fee shall be adjusted on a pro-rata basis from the date of such delivery.

SIGNATURES

IN WITNESS WHEREOF, You and we have caused this Schedule to be executed by the duly authorized representatives of each.

For us, National Union Fire Insurance Company of Pittsburgh Pa., on behalf of itself and all its affiliates,
this 15 day of March, 2005
Signed by Bradley Smith
Typed Name Bradley Smith
Title Attorney of Fact

For You: EXCEL STAFFING SERVICES INC

this 3 day of MARCH, 05
Signed by Cliff Blake
Typed Name Cliff Blake
Title President

LARGE RISK RATING PLAN ENDORSEMENT

PLAN TYPE ONE YEAR

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" needs to be completed only when this endorsement is issued subsequent to the preparation of the policy.)
This Endorsement, effective 12:01 AM 12/31/2004 forms a part of Policy Number WC 834439

Issued to EXCEL STAFFING SERVICES INC

By New Hampshire Insurance Company

PART I. GENERAL TERMS and CONDITIONS

This endorsement determines the *Final Premium* for the insurance provided during the Rating Period by this policy, any other policy described in this endorsement in Section 1 of PART II, and the renewals and replacements of each (the "policies"). The Rating Period begins and ends at 12:01 AM on the respective dates shown in Section 1 of PART II. If the Plan Type of this endorsement states Construction Project, this endorsement applies only to, and for the duration of, the construction project described in Section 1 of PART II.

The rates and the basis types described in PART II will remain fixed for the duration of the Rating Period, except (if applicable) Section 7 "Claims Service Charges on Fee Basis", Section 8 "Taxes, Assessments and Surcharges", and any applicable items set forth in Section 11 "Exceptions". These exceptions will be subject to change at each anniversary of the beginning of the Rating Period.

Section 1. Premium Calculation

The *Final Premium* for the policies will be the sum of the total *Subject Premium* and the total *Non-Subject Premium*. The way that the total *Subject Premium* will be determined is described below and is shown in Section 9, Item A of PART II. The way that the total *Non-Subject Premium* will be determined is described below and is shown in Section 9, Item B of PART II.

A. **Total *Subject Premium*:** The total *Subject Premium* for the policies will be determined separately by state and kind of insurance. For each state and kind of insurance, the *Subject Premium* shall be the sum of *Subject Losses* and the Charges for the Insurance Charge, Expenses and Profit divided by the Tax/Assessment Divisor as determined below.

1. ***Subject Losses*:** The first part of the *Subject Premium* will be the sum of all *Subject Losses* under any applicable terms of the policies described in Section 1 of PART II and as identified in Section 5, Item A of PART II.
2. ***Charges for Insurance Charge, Expenses and Profit*:** The second part of the *Subject Premium* will be the component parts of the *Subject Premium* other than *Subject Losses* that are identified as line items in Section 9, Item A of PART II.

The entire estimated amount of each such charge can be found in Section 9, Item A of PART II subject to any applicable Minimum Premium shown for it.

We will apportion the entire amount of each such charge to each kind of insurance and state covered under the policies in proportion to the respective *Standard Premium* of each, except that:

- a. Charges for claims service expenses will be allocated in proportion to respective *Subject Losses*, and
- b. Charges for administrative expenses and profit for the kinds of insurance in the states described in Section 2 of PART II will be the difference between:
 - i. the *Final Premium* for such kinds of insurance and states determined as provided for in the policy other than by this Endorsement, and
 - ii. the sum of *Subject Losses*, all other charges for the Insurance Charge, Expenses and Profit included in this item 2, taxes and assessments determined through the application of the Tax/Assessment Divisor, and *Non-Subject Premiums* for such states.

3. ***Tax/Assessment Divisor*:** One (1.000) less the Tax/Assessment Rate as shown in Section 9 Item A of PART II. The rate is calculated as indicated in Section 8 of PART II.

B. **Total *Non-Subject Premium*:** The part of the *Final Premium* for the kinds or layers of insurance described in Section 9, Item B of PART II will be calculated as shown therein. If no Basis of premium determination for *Non-Subject Premium* is shown in Section 9, Item B of PART II, the *Non-Subject Premium* will be determined as set forth in the policy under which such insurance is provided.

LARGE RISK RATING PLAN ENDORSEMENT

Section 2. Schedule of Premium Adjustments

- A. The estimated *Final Premium* is shown in Section 9, Item C of PART II. We will recalculate the estimated *Final Premium* as soon as practicable after the First Valuation Date shown in Section 5 of PART II. We will recalculate the estimated *Final Premium* annually thereafter until you and we agree in writing that no more recalculations will be done.
- B. Additional premium due us, or return premium due you, resulting from the calculation or recalculation of the *Final Premium*, will be payable in its entirety promptly unless otherwise specified in a premium finance agreement between you and us.

Section 3. Expected Total Cost

In addition to *Final Premium*, you may be liable under the terms of the policies for reimbursements of certain losses and *Allocated Loss Adjustment Expenses* we pay, subject to any *Minimum Cost* and *Maximum Cost* as described below, and surcharges. Our estimated amounts for such additional costs, if any, are shown in Section 9, Item C of PART II.

- A. **Minimum Cost:** If a *Minimum Cost* is applicable, that amount is the minimum you must pay for the *Subject Premium and, if applicable, Non-Subject Premium, Reimbursable Losses, Deductible Losses, Self-Insured Losses and ALAE* itemized in Section 6 Item A. c. of PART II. Component items not itemized in Section 6, Item A. c. of Part II are not included in the *Minimum Cost*. If an *Adjustment Rate* and a *Basis of Adjustment* are shown in Section 6, Item A. a. of PART II, the *Minimum Cost* will be determined by multiplying the *Adjustment Rate* by the actual *Basis of Adjustment* as determined by our final audit of your books and records.
- B. **Maximum Cost:** If a *Maximum Cost* is applicable, that amount is the maximum you must pay for *Subject Premium and, if applicable, Non-Subject Premium, Reimbursable Losses, Deductible Losses, Self-Insured Losses and ALAE* itemized in Section 6 Item B. c. of PART II. Component items not itemized in Section 6, Item B. c. of Part II are not included in the *Maximum Cost*. If an *Adjustment Rate* and a *Basis of Adjustment* are shown in Section 6, Item B. a. of PART II, the *Maximum Cost* will be determined by multiplying the *Adjustment Rate* by the actual *Basis of Adjustment* as determined by our final audit of your books and records.

Section 4. Definitions

- A. "*Aggregate Stop Amount*" means the maximum amount of benefits, damages and *ALAE* payable by you for losses under the policies described in Section 1 of PART II, subject to any *Aggregate Stop Limit*.
- B. "*Aggregate Stop Limit*" means the maximum amount of benefits, damages and *ALAE* above the *Aggregate Stop Amount* that we will not require you to reimburse us for under any Loss Reimbursement or Deductible terms of the policies described in Section 1 of PART II.
- C. "*Allocated Loss Adjustment Expenses*" or "*ALAE*" will include all fees for service of process and court costs and court expenses; pre- and post-judgement interest; attorneys' fees; cost of undercover operative and detective services; costs of employing experts; costs for legal transcripts, copies of any public records, and costs of depositions and court-reported or recorded statements; costs and expenses of subrogation; and any similar fee, cost or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a loss or a claim or suit against you, or to the protection and perfection of your or our subrogation rights.

ALAE will not include loss adjustment expenses explicitly included in the premium calculation formula of Section 1, Paragraph A, Item 2 of this PART I or otherwise explicitly included in the rating values shown in PART II; nor the salary, employee benefits, or overhead of any of our employees, nor the fees of any attorney who is our employee or under our permanent retainer; nor the fees of any attorney we retain to provide counsel to us about our obligations, if any, under any policy issued by us or our affiliated companies, with respect to a claim or suit against you.

ALAE Option selected and shown in Section 3 of PART II is described below.

- a. **Option A: Subject Loss** includes all or a part of all *ALAE* such that the *Subject Loss* will not exceed the applicable *Retained Amount*.
- b. **Option B: Subject Loss** includes 100% of all *ALAE*.
- c. **Option C: Subject Loss** includes all or a part of *ALAE* calculated according to the following formula:
 - i. If we incur NO obligation under the policies to pay damages, benefits or indemnity resulting from a claim, *Subject Loss* under that claim will include all *ALAE* up to the applicable *Retained Amount* and a percentage of all *ALAE* in excess thereof. That percentage is shown in Section 3 of PART II under "*Option C Excess %*"; or

LARGE RISK RATING PLAN ENDORSEMENT

- ii. if we DO incur an obligation to pay damages, benefits or indemnity under the policies because of a claim, *Subject Loss* under that claim will include all *ALAE* incurred under that claim, multiplied by the amount of our obligation to pay damages or benefits up to the applicable *Retained Amount*, divided by the total amount of our obligation to pay damages or benefits.
- d. **Option D:** *Subject Loss* includes none of the *ALAE*.
- D. "Basis" will have the meaning(s) shown in Section 10 of PART II.
- E. "Deductible Loss" means any amount that you must reimburse us under a Deductible Endorsement of the policies described in Section 1 of PART II.
- F. "Final Premium" means the premium for the insurance afforded under the policies described in Section 1 of PART II and others as may be added by endorsement thereto, upon its final recalculation according to the terms of the policies and this endorsement. Prior to such final recalculation, the premium for such insurance is only the estimated premium.
- G. "Incurred Loss" means the total amount we have paid and have reserved for payment as damages or benefits because of an occurrence, accident, claim or suit, and all the *Allocated Loss Adjustment Expenses* we incur in connection therewith under a policy described in PART II, including reserves for occurrences, accidents, claims or suits that have happened but have not been reported to us and for statistically expected loss development on claims that have been reported to us.
- H. "Minimum Cost" means the minimum amount payable by you for the Schedule of *Subject Premium* and *Reimbursable Losses* and *Deductible Losses* and *Self-Insured Losses* and *ALAE*, if applicable, described in Section 6 of PART II.
- I. "Maximum Cost" means the maximum amount payable by you for the Schedule of *Subject Premium* and *Reimbursable Losses* and *Deductible Losses* and *Self-Insured Losses* and *ALAE*, if applicable, described in Section 6 of PART II.
- J. "Non-Subject Premium" means the premium not subject to the premium calculation of this endorsement.
- K. "Reimbursable Loss" means any amount that you must reimburse us under a Loss Reimbursement Endorsement of the policies described in Section 1 of Part II.
- L. "Retained Amount" means:
 1. the amount that is specified as your Self-Insured Retention or as the Loss Reimbursement amount or Deductible amount applicable to an *Incurred Loss* in the applicable policy; or
 2. if the foregoing does not apply, the largest part of any damages or benefits paid or payable under a policy because of any single accident, occurrence, claim or suit, that we will include in the computation of the *Subject Premium*.

Such amount is shown in Section 4 of PART II for each type of insurance afforded under the policies described in Section 1 of PART II.
- M. "Self-Insured Loss" or "SIR" means any loss you incur under a Self-Insured Retention of the policies described in Section 1 of PART II.
- N. "Standard Premium" means the premium as calculated according to the terms of each applicable policy, without application of this Endorsement, subject to the following:
 1. For Workers Compensation and Employers Liability Insurance, *Standard Premium* means the premium determined on the basis of our rates as approved by regulatory authority, the remuneration of your employees in the coverage period, your Experience Modifications and Schedule Modifications, Loss Constant, and Minimum Premiums. Determination of *Standard Premium* will exclude:
 - a. any discount that recognizes any reduction in our expense ratio based on premium size or other factors; or
 - b. any discount for a Loss Reimbursement or Deductible.
 - c. Expense Constant.
 2. For all other insurance, *Standard Premium* is the premium as calculated according to the terms of each applicable policy for insurance within the *Retained Amounts*, but without the application of this Endorsement, and without reduction for:

LARGE RISK RATING PLAN ENDORSEMENT

- a. any discount that recognizes any reduction in our expense ratio based on premium size or other factors; or
- b. any discount for a Loss Reimbursement or Deductible.

O. "Subject Loss" means the entire *Incurred Loss* (including any reimbursable or deductible portion of it) up to the sum of:

1. the damages or benefits we must pay or have paid up to the *Retained Amount*, and
2. all or a part of the *Allocated Loss Adjustment Expenses* we incur in accordance with the *ALAE Option* shown in Section 3 of PART II and defined in Item C of this section.

P. "Subject Premium" means the premium subject to retrospective adjustment on the basis described in Section 1, Paragraph A of this PART I.

Section 5. Exceptions and Changes

All exceptions and changes, if any, to the provisions of PART I, PART II or PART III of this endorsement are set forth in Section 11 of PART II or in a written addendum hereto.

LARGE RISK RATING PLAN ENDORSEMENT**PART II. SCHEDULE of POLICIES and RATING VALUES****Section 1. APPLICATION of this Endorsement**

RATING PERIOD: This Endorsement applies to the period beginning **12/31/2004** and ending **12/31/2005**.

The **Basis of Premium, Subject Losses, Self-Insured Losses, Minimum Cost, Maximum Cost, Minimum Premiums and Estimated Premiums** shown in Section 5, Section 6, Section 7 and Section 9 of this PART II are estimated amounts for:

the first year of the Rating Period, or the entire Rating Period.

POLICIES: This Endorsement applies to the policies described below, and to their replacements and renewals effective during the Rating Period, or

This Endorsement applies to the policies described below, and to their replacements and renewals, and all subcontractor policies issued under a **Construction Project**. The Construction Project is described as follows:

N/A

a. Workers Compensation and Employers Liability Insurance policies:
WC 834439 , WC 834440.

b. Commercial General Liability Insurance policies:

c. Automobile Liability Insurance policies:

d. Other Insurance policies (described):

Section 2. Premiums for Insurance on risks in states described below will be determined in accordance with the terms of the applicable policy other than this endorsement.

Kinds of Insurance	States
WC	FL

Section 3. Allocated Loss Adjustment Expenses Options

ALAE Option (enter ALAE Option A, B, C or D as applicable)	If ALAE Option C, enter Excess %	Applies to
C	100%	WC 834439 , WC 834440 .

LARGE RISK RATING PLAN ENDORSEMENT**Section 4. Retained Amounts:** applicable to all Insureds; or refer to Extension Schedule

Kind of Insurance	Retained Amount	Applicable to	Limitations or Descriptions
Workers Compensation			
Workers Compensation and Employers Liability under State Law - Insured States	\$350,000	Each Accident or each Person for Disease	
Workers Compensation and Employers Liability under Federal Law - Insured States	\$0	Each Accident or each Person for Disease	
Workers Compensation and Employers Liability - Self-Insured States	\$0	Each Accident or each Person for Disease	
Employers Liability - Monopolistic States		Each Accident or each Person for Disease	
		Each Accident or each Person for Disease	
Commercial General Liability			
Premises, Operations, Personal and Advertising Injury, Medical Payments, or Damage to Property Liability	\$0	Each Occurrence	
Products or Completed Operations Liability	\$0	Each Occurrence	
[Other]		Each Occurrence	
Commercial Automobile Liability, including UM/UIM and PIP/No Fault, if any			
Automobile Liability	\$0	Each Accident	
Garage Liability	\$0	Each Accident	
[Other]		Each Accident	
Combined Kinds Retention		Each Occurrence	

Section 5. Forecast of Subject LossesWe have shown our forecast of your *Subject Losses* below.

- a. Reimbursable and deductible portion of covered *Incurred Losses* (except amounts insured under "Deductible Liability Protection" policies, if any, subject to this Endorsement) \$0
- b. All other covered *Subject Losses* (including amounts insured under "Deductible Liability Protection" policies, if any, subject to this Endorsement) \$800,000

First Loss Valuation Date: 05/31/2006 and annually thereafter until all claims are closed or mutually agreed upon as to value.

Section 6. Minimum Cost and Maximum CostThe *Minimum Cost* and *Maximum Cost*, if any, will be applied as explained below.**Item A. Minimum Cost:** applicable, or not applicable

Line of Insurance: None

- a. *Minimum Cost*, adjustable on the *Basis* and rate shown below: \$0

Basis of Adjustment: None Per 0

Estimated Basis amount: \$0

Adjustment Rate: 0.0000

LARGE RISK RATING PLAN ENDORSEMENT

b. *Self-Insured Losses* you incur to which no insurance under the policies described in Section 1 of this PART II applies will NOT be included in determining whether or when the *Minimum Cost* has been reached, except as described herein:

Exceptions: N/A

Our forecast of your *Self-Insured Losses* included in paragraph a. above \$0

c. The following *Minimum Cost* itemization schedule applies:

Item B. Maximum Cost: applicable, or not applicable

Line of Insurance: None

The *Maximum Cost* will not be less than the estimated amount shown below, unless otherwise set forth in Section 11 of PART Two.

a. *Maximum Cost*, adjustable on the *Basis* and rate shown below:

Basis of Adjustment: None Per 0
Estimated Basis amount: \$0

Adjustment Rate: 0.0000

b. *Self-Insured Losses* you incur to which no insurance under the policies described in Section 1 of this PART II applies will NOT be included in determining whether or when the *Maximum Cost* has been reached, except as described herein:

Exceptions: N/A

Our forecast of your *Self-Insured Losses* included in paragraph a. above \$0

c. The following *Maximum Cost* itemization schedule applies:

LARGE RISK RATING PLAN ENDORSEMENT**Section 7. Claims Service Charges**

Charge shown in Section 9, Item A *Subject Premium* of PART II, or fee schedule described below.
 The Claims Service Provider is: AIGCS

FEE SCHEDULE

If Xed here, the following fee schedule applies:

Claims Services Fee Schedule - Rates per Claimant

Type of Claim	Rate per Claimant	Estimated No. of Claimants	Estimated Fee
Workers Comp			
Medical	125.00	65	\$8,125
Indemnity	900.00	24	\$21,600
California	1,050.00	2	\$2,100
Texas	0.00	0	\$0
AOS	0.00	0	\$0
Surcharge Claims	0.00	0	\$0
Other	0.00	0	\$0
General Liability			
Bodily Injury	0.00	0	\$0
Property Damage	0.00	0	\$0
Other	0.00	0	\$0
Product Liability			
Bodily Injury	0.00	0	\$0
Property Damage	0.00	0	\$0
Other	0.00	0	\$0
Automobile Liability			
Bodily Injury	0.00	0	\$0
Property Damage	0.00	0	\$0
Physical Damage	0.00	0	\$0
Other	0.00	0	\$0
Incident Reports	0.00	0	\$0
Int. to Designated States	0.00	0	\$0
Other	3,175.00	1	\$3,175
Estimated Total Rate-per-Claimant Fee			\$35,000

LARGE RISK RATING PLAN ENDORSEMENT

If X'ed here, the following fee schedule applies:

Additional Service Fees Details			
Additional Service Fees	Item Count	Rate/Item	Estimated Fee
Quarterly Loss Report	0	0.00	\$0
Subcontractor Interoffice Supervision	0	0.00	\$0
Magnetic Tape Fee	0	0.00	\$0
Subrogation	0	0.00	\$0
Appraisals	0	0.00	\$0
TPA Expenses	0	0.00	\$0
GAB Expenses	0	0.00	\$0
Cash Management Account Services	0	0.00	\$0
Claim File Reviews	0	0.00	\$0
Contingency Recovery Fees	0	0.00	\$0
Incoming Quality Control	0	0.00	\$0
Legal Cost Control	0	0.00	\$0
Location Visits	0	0.00	\$0
Semiannual Client Meetings	0	0.00	\$0
RMIS Reports	0	0.00	\$0
Customized Account Servicing	0	0.00	\$0
Structured Settlement Program	0	0.00	\$0
Reporting	0	0.00	\$0
Conversion	0	0.00	\$0
Minimum Adjusting Fee	0	0.00	\$0
Intellirisk Charges	0	0.00	\$0

Estimated Additional Services Fee \$0

Tail Fees Details			
Tail Fees	Item Count	Rate/Item	Estimated Fee
Workers Comp Med. Only	0	0.00	\$0
Workers Comp. Indemnity	0	0.00	\$0
General Liability	0	0.00	\$0
Products Liability	0	0.00	\$0
Auto Liability	0	0.00	\$0
Maintenance	0	0.00	\$0

Estimated Tail Fee \$0

LARGE RISK RATING PLAN ENDORSEMENT

If X'd here, the following fee schedules applies:

Fee Schedule - Time and Expenses

Type of Charge	Rate	Per	Est. Units	Estimated Fee
Investigating Service by Employed Staff		Hour		
Adjuster		Hour		
General Adjuster		Hour		
Executive General Adjuster		Hour		
Heavy Equipment Appraiser		Hour		
Auto Damage Appraiser		Hour		
Property Damage Appraiser		Hour		
Supervisor		Hour		
Examiner		Hour		
Account Manager		Hour		
Subcontracted Investigations And Appraisals		Hour		
Clerical and Statistical Processing		Hour		
Other Expenses, including				
Telephone		Minute		
Postage & Express Mail		Cost		
Auto Mileage, Rental, Tolls, Parking		Mile		
Photocopies		Copy		
Photography		Photo		
Public Transportation		Cost		
Overhead		Flat		
Services Outside of USA				
Estimated Total Time and Expense				\$0
Estimated Total Claims Service Expenses				\$35,000

LARGE RISK RATING PLAN ENDORSEMENT

Section 8. Taxes and Assessments

The taxes and assessments determined by the method indicated by the box "X'd" below shall apply in determining the *Final Premium* earned under the policies described in Section 1 of Part II during the first annual term of this endorsement. If the Rating Period under this endorsement is longer than 1 year, we will provide you written notice of the applicable taxes and assessments for the subsequent term of the Rating Period not less than thirty (30) days prior to each anniversary of this endorsement.

Item A. Fixed Rates

The Average Rates for taxes and assessments are shown in Item A. of Section 9 of PART II. The Average Rates will be fixed and applied without change in determining the *Final Premiums* earned under the policies described in Section I of PART II during the first annual period of this Endorsement.

Item B. Rates to be Recalculated

The Average Rates for taxes and assessments are shown in Item A. of Section 9 of Part II. The Average Rates will be recalculated to determine the *Final Premium* under the policies described in Section I of PART II, based on the rates shown in the chart below.

LARGE RISK RATING PLAN ENDORSEMENT

Section 9. The Rating Values and Amounts shown below apply as the *Basis of the Final Premium* for the policies described in Section 1 of this Part II.

If the Rating Period exceeds one year; and if the estimated *Basis* of Premium, Minimum Premiums and Estimated Premiums shown below apply only to the first year, on or about each anniversary of the beginning of the Rating Period, we will issue an extension of this Section to show the rating values and amounts for each subsequent year of the Rating Period.

Item A. Subject Premium, part of Final Premium

Line Items	Rates	Per	Basis Types	Estimated Basis	Minimum Premium	Estimated Premium
Expected Primary Losses	0.0000	1	ULTIMATE LOSSES	0	\$0	\$800,000
Claims Service Fees	0.0000	1	CONTRACT	0	\$0	\$35,000
Basic	0.5934	100	WC PAYROLL	44,332,159	\$263,060	\$263,060
Taxes	3.5237	100	STANDARD PREMIUM	1,337,356	\$0	\$47,124
Taxes/Assessments %	0.0000%	or	Taxes/Assessments Divisor:		Subtotal	\$1,145,184
						\$0

Estimated Total Subject Premiums **\$1,145,184**

Item B. Non-Subject Premiums, part of Final Premium

Coverage Description	Rates	Per	Basis Types	Estimated Basis	Minimum Premium	Estimated Premium
Excess	0.3995	100	WC PAYROLL	44,332,159	\$177,105	\$177,105
Estimated Total Non-Subject Premiums						\$177,105
Item C. Summary of Expected Total Cost						
Estimated Final Premium (Part A. plus Part B)						\$1,322,289
Expected Reimbursable Losses and Deductible Losses and Self-Insured Losses and ALAE, if applicable						\$0
Minimum Cost from Section 6. If not applicable, show \$0						\$0
Maximum Cost from Section 6. If not applicable, show \$0						\$0
Surcharges:	0.0000	1	STANDARD PREMIUM	0	\$0	\$9,703
EXPECTED TOTAL COST						\$1,331,992

LARGE RISK RATING PLAN ENDORSEMENT

Section 10. Basis of Premium:

Payroll: means all of the money or the substitute for money earned during the terms of the policies described in Section 1 of this PART II by you if you are the proprietor of the insured business, by all partners or joint venturers if you are a partnership or joint venture, by all members if you are a limited liability company, and by all employees including temporary employees and workers leased by you from any employee leasing organization for their services to you during the policy period, subject to limitations set forth in the New York Workers Compensation Rating Bureau's manual rules, if applicable.

Sales: means the gross amount of money you or others trading in your name have charged for all goods and services you or they have sold or distributed during the terms of the policies described in Section 1 of this PART II, including charges for delivery, installation, service and repair, and including taxes other than taxes which you or such others collect as a separate item and remit directly to a government division.

Receipts: means the gross amount of money you have charged others for work that you, your partners, your employees, your contractors and subcontractors at all levels have performed during the terms of the policies described in Section 1 of this PART II, including taxes other than taxes which you or such others collect as a separate item and remit directly to a government division.

Cost: means the total cost to you for all work performed for you during the terms of the policies described in Section 1 of this PART II by independent contractors and their subcontractors at all levels, including the cost of all labor, materials, equipment and supplies furnished, used or delivered for use in the execution of such work, whether furnished by the owner, by contractors, or subcontractors at any level, including but not limited to all fees, allowances, bonuses, and commissions either made, paid or due, as well as taxes other than taxes which you collect as a separate item and remit directly to a government division.

Units: means the number of items of the type specified in this endorsement. Units that you hold for use in your business will mean the sum of their number at the inception of the terms of the policies described in Section 1 of this PART II plus their number at their expiration or termination, times 50% of the fraction of a full year that such policies were in force. Units that you sell to others whether for your own account or the account of another means the total number of such units that you sell during the term of such policies.

Indemnity: means the total amount we have paid and have reserved for payment as Workers Compensation Losses:

benefits other than Medical benefits under a policy described in this PART II, including reserves for accidents or illness that have happened but have not been reported to us and for statistically expected loss development on claims that have been reported to us.

Other: (Other)

Section 11. Exceptions

LARGE RISK RATING PLAN ENDORSEMENT

PART III. AGGREGATE STOP

The *Aggregate Stop Amount* and the *Aggregate Stop Limit*, if any, shown in the Schedule below will be applied as explained below.

Section I. Aggregate Stop Amount

1. If an *Aggregate Stop Amount* is shown in the Schedule below, we will not include more than the *Aggregate Stop Amount* in the computation of the *Final Premium* and determination of maximum benefits, damages and "ALAE" payable or reimbursable by you under the terms of the policies described in Section I of PART II, subject to any *Aggregate Stop Limit* shown in the Schedule below.
The maximum benefits, damages and ALAE to be included in the computation of the *Final Premium* will be the *Aggregate Stop Amount* shown in the Schedule below, less the following:
 - a) all *Subject Losses* that you must reimburse us for under any Loss Reimbursement or Deductible terms applicable to the policy covering the *Incurred Loss*, and
 - b) such amounts as described in Section III below that you have paid as *Self-Insured Losses*.
2. **Adjustment:** If an *Adjustment Rate* and an *Adjustment Basis* are shown in the Schedule below, the *Aggregate Stop Amount* shown in the Schedule below is only an estimate. The *Aggregate Stop Amount* will be finally determined by multiplying the *Adjustment Rate* by the final *Adjustment Basis* as determined by our audit of your books and records. The *Aggregate Stop Amount* will not be less than the estimated amount shown in the Schedule below, unless otherwise set forth in Section 11 of PART Two.
3. The *Aggregate Stop Amount* will not be reduced on account of the cancellation of any policy to which this Endorsement applies.

Section II. Aggregate Stop Limit

1. If an *Aggregate Stop Limit* is shown in the Schedule below, that Limit is the most *Subject Losses* above the *Aggregate Stop Amount* that will be excluded from the computation of the *Final Premium* and which you will not be required to reimburse us for under any Loss Reimbursement or Deductible terms of the policies described in Section I of PART II.
2. The *Aggregate Stop Limit* will not be reduced on account of the cancellation of any policy to which this Endorsement applies.

Section III. Self-Insured Losses

Self-Insured Losses: Losses you incur to which no insurance applies under the policies described in Section I of PART II will NOT be included in determining whether or when the *Aggregate Stop Amount* or *Aggregate Stop Limit* have been reached, except as described herein:

Exceptions: None

SCHEDULE

Aggregate Stop Amount and Aggregate Stop Limit

The *Aggregate Stop Amount* and the *Aggregate Stop Limit* apply to the first year of, or entire Rating Period.

Line of Insurance: Workers Compensation - Insured.

a. <i>Aggregate Stop Amount</i> , adjustable on the Basis and rate shown below.	\$2,000,000
b. <i>Basis of Adjustment</i> WC PAYROLL Per 100 Estimated Basis Amount:	\$44,332,159
c. <i>Aggregate Stop Limit</i>	Adjustment Rate: 4.5114
	\$0

Countersigned by _____ Date _____
(Authorized Signature)

List of Addressees for Notices and Other Purposes

Your Address:

Contact Name: Denise Mitchell
Company Name: EXCEL STAFFING SERVICES INC
Street: 14988 N 78TH WAY STE 200
City: SCOTTSDALE **State:** AZ **Zip:** 85260-2612 **Phone:** (480) 315-0490

Your Representative:

Contact Name: Gayle McLean
Company Name: RISK STRATEGIES CO INS BROK IN
Street: 1 SPEEN ST
City: FRAMINGHAM **State:** MA **Zip:** 01701 **Phone:** (617) 330-5720

Our Account Executive:

Contact Name: Dimitry Gorbachevskiy
Company Name: American International Group
Street: 80 Pine Street 2nd Floor
City: New York **State:** NY **Zip:** 10005 **Phone:** 212-770-1359

Our Law Representative:

Contact Name: Kathleen Donahue-Aguilar
Company Name: American International Group
Street: 175 Water Street
City: New York **State:** NY **Zip:** 10038 **Phone:** 212-770-7000

Remit Payments to:

Contact Name: Accounting
Company Name: American International Companies
Street: PO Box 10472
City: Newark **State:** NJ **Zip:** 07193 **Phone:**

Remit Collateral to:

Contact Name: Attn: Mr. Art Stillwell
Company Name: American International Group Inc.
Street: P.O.Box 923 Wall Street Station
City: New York **State:** NY **Zip:** 10268 **Phone:**

Underwriter

Contact Name: Dan Ovadia
Company Name: American International Group
Street: 99 High Street 31st Floor
City: Boston **State:** MA **Zip:** 02110 **Phone:** 617-457-2954

Contact Name:
Company Name:
Street:
City: **State:** **Zip:** **Phone:**

A. Policies and Other Agreements

Workers Compensation and Employers Liability Insurance

WC 5731684, WC 5731689, WC 5731690,

Commercial General Liability Insurance

Automobile Liability Insurance

Other Insurance

Other Agreements (Describe)

B. Payment Plan:**1. Cash Deposit, Installments and Estimated Deferred Amounts**

Payment No.	Due Date	Provision for Expenses And Excess Losses(1)	Special Taxes and Surcharges	Annual Credit Fee	Provision for Limited Losses(2)	Your Estimated Payment Obligation
1	12/31/2005	\$147,174	\$20,237	\$0	\$67,500	\$234,911
2	01/31/2006	\$54,027	\$0	\$0	\$0	\$54,027
3	02/28/2006	\$54,027	\$0	\$0	\$0	\$54,027
4	03/31/2006	\$54,027	\$0	\$0	\$0	\$54,027
5	04/30/2006	\$54,027	\$0	\$0	\$0	\$54,027
6	05/31/2006	\$54,027	\$0	\$0	\$0	\$54,027
7	06/30/2006	\$54,026	\$0	\$0	\$0	\$54,027
8	07/31/2006	\$54,026	\$0	\$0	\$0	\$54,026
9	08/31/2006	\$54,026	\$0	\$0	\$0	\$54,026
Subtotals		\$579,387	\$20,237	\$0	\$67,500	\$667,124
DLP*		N/A	N/A	N/A	\$832,500	\$832,500
DEP*		\$0	\$0	\$0	N/A	\$0
Totals		\$579,387	\$20,237	\$0	\$900,000	\$1,499,824

DLP means "Deferred Loss Provision". This is the estimated amount You must pay us as "Regular Loss Payments" and "Sizeable Loss Payments" described below.

DEP means "Deferred Expense Provision". This is an estimated amount that You must pay us as follows:

Date	Type	Amount
N/A	N/A	N/A

Notes

- (1) "Provision for Expenses and Excess Losses" is a part of the Premium.
- (2) "Provision for Limited Losses" includes provision for Loss within Your Retention (both Deductible and Loss Limit) and Your share of ALAE. Any "Deposit" in this column is the Claims Payment Deposit. Refer to definitions in the Payment Agreement.

2. Adjustments

The sums shown above are only estimated amounts. If Your Payment Obligation changes under the terms of the Policies, we will promptly notify You as such changes become known to us. All additional or return amounts relating thereto shall be payable in accordance with the terms of the Payment Agreement.

3. Additional Payments

On a Monthly basis, we will report to You the amounts of Loss and ALAE that we have paid under the Policies. You must subsequently pay us as described below.

Regular Loss Payments: Regular Loss Payments apply in addition to the amounts shown with Due Dates in Section B above.

We will bill You or withdraw funds from the Automatic Withdrawal Account (whichever Billing Method applies as shown below) at the periodic intervals stated above for the amounts of Loss within Your Retention and Your share of ALAE that we will have paid under the Policies, less all amounts You will have paid us to date as such Regular Loss Payments and the Sizable Loss Payments described below.

Sizable Loss Payments: If we must make payment for any Loss within Your Retention and Your share of ALAE arising out of a single accident, occurrence, offense, claim or suit that in combination exceeds the Sizable Loss Payment Amount of \$15,000, You must pay us the amount of that payment of Loss within 10 days after You receive our bill.

Billing Method:

Billing to

You at Your address shown in the Schedule, or

Your Representative at its address shown in the Schedule; or

Automatic Withdrawal from the account described below.

If Automatic Withdrawal Account applies: Minimum Amount:

Name of Depository Institution:

Address:

Account Number:

4. Conversion

The Conversion Date for each Policy described in section A above shall be the date .. months after the inception of such Policy.

On or shortly after the Conversion Date upon the presentation of our invoice, You must pay in cash the entire unpaid amount of Your Payment Obligation for such Policies.

C. Security Plan

1. Collateral

Collateral on Hand (by Type)	Amount of Collateral
Escrow	\$40,000
LOCs	\$840,000
Total Collateral on Hand	\$880,000

Additional Collateral Required (by Type)	Amount of Collateral	Due Date
Cash Security (Cash - Non Depleting)	\$55,200	2008-03-31
Cash Security (Cash - Non Depleting)	\$55,200	2008-04-30
Cash Security (Cash - Non Depleting)	\$55,200	2008-05-31
LETTER OF CREDIT	\$666,900	2005-12-31
CLAIMS PAYMENT FUND	\$67,500	2005-12-31
Total Additional Collateral Required	\$900,000	
Total Collateral Required	\$1,780,000	

2. Financial Covenants, Tests, or Minimum Credit Ratings

We may require additional collateral from You in the event of the following:

a. Credit Trigger

- i. If the credit rating of the entity named below and for the type of debt described below, promulgated by Standard & Poor's Corporation ("S&P") or by Moody's Investors Services, Inc. ("Moody's"), drops below the grade shown respectively under S&P or Moody's, or
- ii. If S&P or Moody's withdraws any such rating.

We may require and You must deliver such additional collateral according to the Payment Agreement up to an amount such that our unsecured exposure will not exceed the amount shown as the Maximum Unsecured Exposure next to such rating in the grid below.

"Unsecured exposure" is the difference between the total unpaid amount of *Your Payment Obligation* (including any similar obligation incurred before the inception of the *Payment Agreement* and including any portion of *Your Payment Obligation* that has been deferred and is not yet due) and the total amount of *Your collateral* that we hold.

Name of Entity: Type of Debt Rated:

b. Other Financial Tests or Covenants:

3. Adjustment of Credit Fee

If the amount of unsecured exposure is changed because of Your delivery of additional collateral to us due to the requirements under item 2 above, the Credit Fee shall be adjusted on a pro-rata basis from the date of such delivery.

SIGNATURES

IN WITNESS WHEREOF, You and we have caused this *Schedule* to be executed by the duly authorized representatives of each.

For us, National Union Fire Insurance Company of Pittsburgh Pa., on behalf of itself and all its affiliates. For You: EXCEL STAFFING SERVICES INC

this 24 day of April, 2006
Signed by Bradley Smith
Typed Name Bradley Smith
Title Attorney In Fact

this _____ day of _____
Signed by Cliff Blake
Typed Name Cliff Blake
Title President

LARGE RISK RATING PLAN ENDORSEMENT

PLAN TYPE ONE YEAR

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" needs to be completed only when this endorsement is issued subsequent to the preparation of the policy.)

This Endorsement, effective 12:01 AM 12/31/2005 forms a part of Policy Number WC 5731689

Issued to EXCEL STAFFING SERVICES INC

By American Home Assurance Company

PART I. GENERAL TERMS and CONDITIONS

This endorsement determines the *Final Premium* for the insurance provided during the Rating Period by this policy, any other policy described in this endorsement in Section 1 of PART II, and the renewals and replacements of each (the "policies"). The Rating Period begins and ends at 12:01 AM on the respective dates shown in Section 1 of PART II. If the Plan Type of this endorsement states Construction Project, this endorsement applies only to, and for the duration of, the construction project described in Section 1 of PART II.

The rates and the basis types described in PART II will remain fixed for the duration of the Rating Period, except (if applicable) Section 7 "Claims Service Charges on Fee Basis", Section 8 "Taxes, Assessments and Surcharges", and any applicable items set forth in Section 11 "Exceptions". These exceptions will be subject to change at each anniversary of the beginning of the Rating Period.

Section 1. Premium Calculation

The *Final Premium* for the policies will be the sum of the total *Subject Premium* and the total *Non-Subject Premium*. The way that the total *Subject Premium* will be determined is described below and is shown in Section 9, Item A of PART II. The way that the total *Non-Subject Premium* will be determined is described below and is shown in Section 9, Item B of PART II.

A. **Total *Subject Premium*:** The total *Subject Premium* for the policies will be determined separately by state and kind of insurance. For each state and kind of insurance, the *Subject Premium* shall be the sum of *Subject Losses* and the *Charges for the Insurance Charge, Expenses and Profit* divided by the *Tax/Assessment Divisor* as determined below.

1. ***Subject Losses*:** The first part of the *Subject Premium* will be the sum of all *Subject Losses* under any applicable terms of the policies described in Section 1 of PART II and as identified in Section 5, Item A of PART II.
2. ***Charges for Insurance Charge, Expenses and Profit*:** The second part of the *Subject Premium* will be the component parts of the *Subject Premium* other than *Subject Losses* that are identified as the items in Section 9, Item A of PART II.

The entire estimated amount of each such charge can be found in Section 9, Item A of PART II subject to any applicable Minimum Premium shown for it.

We will apportion the entire amount of each such charge to each kind of insurance and state covered under the policies in proportion to the respective *Standard Premium* of each, except that:

- a. Charges for claims service expenses will be allocated in proportion to respective *Subject Losses*, and
- b. Charges for administrative expenses and profit for the kinds of insurance in the states described in Section 2 of PART II will be the difference between:
 - i. the *Final Premium* for such kinds of insurance and states determined as provided for in the policy other than by this Endorsement, and
 - ii. the sum of *Subject Losses*, all other charges for the Insurance Charge, Expenses and Profit included in this item 2, taxes and assessments determined through the application of the *Tax/Assessment Divisor*, and *Non-Subject Premiums* for such states.

3. ***Tax/Assessment Divisor*:** One (1.000) less the *Tax/Assessment Rate* as shown in Section 9 Item A of PART II. The rate is calculated as indicated in Section 8 of PART II.

B. **Total *Non-Subject Premium*:** The part of the *Final Premium* for the kinds or layers of insurance described in Section 9, Item B of PART II will be calculated as shown therein. If no *Basis* of premium determination for *Non-Subject Premium* is shown in Section 9, Item B of PART II, the *Non-Subject Premium* will be determined as set forth in the policy under which such insurance is provided.

LARGE RISK RATING PLAN ENDORSEMENT

Section 2. Schedule of Premium Adjustments

- A. The estimated *Final Premium* is shown in Section 9, Item C of PART II. We will recalculate the estimated *Final Premium* as soon as practicable after the First Valuation Date shown in Section 5 of PART II. We will recalculate the estimated *Final Premium* annually thereafter until you and we agree in writing that no more recalculations will be done.
- B. Additional premium due us, or return premium due you, resulting from the calculation or recalculation of the *Final Premium*, will be payable in its entirety promptly unless otherwise specified in a premium finance agreement between you and us.

Section 3. Expected Total Cost

In addition to *Final Premium*, you may be liable under the terms of the policies for reimbursements of certain losses and *Allocated Loss Adjustment Expenses* we pay, subject to any *Minimum Cost* and *Maximum Cost* as described below, and surcharges. Our estimated amounts for such additional costs, if any, are shown in Section 9, Item C of PART II.

- A. **Minimum Cost:** If a *Minimum Cost* is applicable, that amount is the minimum you must pay for the *Subject Premium and, if applicable, Non-Subject Premium, Reimbursable Losses, Deductible Losses, Self-Insured Losses and ALAE* itemized in Section 6 Item A. c. of PART II. Component items not itemized in Section 6, Item A. c. of Part II are not included in the *Minimum Cost*. If an Adjustment Rate and a Basis of Adjustment are shown in Section 6, Item A. a. of PART II, the *Minimum Cost* will be determined by multiplying the Adjustment Rate by the actual Basis of Adjustment as determined by our final audit of your books and records.
- B. **Maximum Cost:** If a *Maximum Cost* is applicable, that amount is the maximum you must pay for *Subject Premium and, if applicable, Non-Subject Premium, Reimbursable Losses, Deductible Losses, Self-Insured Losses and ALAE* itemized in Section 6 Item B. c. of PART II. Component items not itemized in Section 6, Item B. c. of Part II are not included in the *Maximum Cost*. If an Adjustment Rate and a Basis of Adjustment are shown in Section 6, Item B. a. of PART II, the *Maximum Cost* will be determined by multiplying the Adjustment Rate by the actual Basis of Adjustment as determined by our final audit of your books and records.

Section 4. Definitions

- A. **"Aggregate Stop Amount"** means the maximum amount of benefits, damages and *ALAE* payable by you for losses under the policies described in Section I of PART II, subject to any *Aggregate Stop Limit*.
- B. **"Aggregate Stop Limit"** means the maximum amount of benefits, damages and *ALAE* above the *Aggregate Stop Amount* that we will not require you to reimburse us for under any Loss Reimbursement or Deductible terms of the policies described in Section I of PART II.
- C. **"Allocated Loss Adjustment Expenses"** or *"ALAE"* will include all fees for service of process and court costs and court expenses; pre- and post-judgement interest; attorneys' fees; cost of undercover operative and detective services; costs of employing experts; costs for legal transcripts, copies of any public records, and costs of depositions and court-reported or recorded statements; costs and expenses of subrogation; and any similar fee, cost or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a loss or a claim or suit against you, or to the protection and perfection of your or our subrogation rights.

ALAE will not include loss adjustment expenses explicitly included in the premium calculation formula of Section 1, Paragraph A, Item 2 of this PART I or otherwise explicitly included in the rating values shown in PART II; nor the salary, employee benefits, or overhead of any of our employees, nor the fees of any attorney who is our employee or under our permanent retainer; nor the fees of any attorney we retain to provide counsel to us about our obligations, if any, under any policy issued by us or our affiliated companies, with respect to a claim or suit against you.

ALAE Option selected and shown in Section 3 of PART II is described below.

- a. **Option A: Subject Loss** includes all or a part of all *ALAE* such that the *Subject Loss* will not exceed the applicable *Retained Amount*.
- b. **Option B: Subject Loss** includes 100% of all *ALAE*.
- c. **Option C: Subject Loss** includes all or a part of *ALAE* calculated according to the following formula:
 - i. if we incur NO obligation under the policies to pay damages, benefits or indemnity resulting from a claim, *Subject Loss* under that claim will include all *ALAE* up to the applicable *Retained Amount* and a percentage of all *ALAE* in excess thereof. That percentage is shown in Section 3 of PART II under "Option C Excess %"; or

LARGE RISK RATING PLAN ENDORSEMENT

ii. If we DO incur an obligation to pay damages, benefits or indemnity under the policies because of a claim, *Subject Loss* under that claim will include all *ALAE* incurred under that claim, multiplied by the amount of our obligation to pay damages or benefits up to the applicable *Retained Amount*, divided by the total amount of our obligation to pay damages or benefits.

d. Option D: *Subject Loss* includes none of the *ALAE*.

D. "Basis" will have the meaning(s) shown in Section 10 of PART II.

E. "Deductible Loss" means any amount that you must reimburse us under a Deductible Endorsement of the policies described in Section I of PART II.

F. "Final Premium" means the premium for the insurance afforded under the policies described in Section 1 of PART II and others as may be added by endorsement thereto, upon its final recalculation according to the terms of the policies and this endorsement. Prior to such final recalculation, the premium for such insurance is only the estimated premium.

G. "Incurred Loss" means the total amount we have paid and have reserved for payment as damages or benefits because of an occurrence, accident, claim or suit, and all the *Allocated Loss Adjustment Expenses* we incur in connection therewith under a policy described in PART II, including reserves for occurrences, accidents, claims or suits that have happened but have not been reported to us and for statistically expected loss development on claims that have been reported to us.

H. "Minimum Cost" means the minimum amount payable by you for the Schedule of *Subject Premium* and *Reimbursable Losses* and *Deductible Losses* and *Self-Insured Losses* and *ALAE*, if applicable, described in Section 6 of PART II.

I. "Maximum Cost" means the maximum amount payable by you for the Schedule of *Subject Premium* and *Reimbursable Losses* and *Deductible Losses* and *Self-Insured Losses* and *ALAE*, if applicable, described in Section 6 of PART II.

J. "Non-Subject Premium" means the premium not subject to the premium calculation of this endorsement.

K. "Reimbursable Loss" means any amount that you must reimburse us under a Loss Reimbursement Endorsement of the policies described in Section I of Part II.

L. "Retained Amount" means:

1. the amount that is specified as your Self-Insured Retention or as the Loss Reimbursement amount or Deductible amount applicable to an *Incurred Loss* in the applicable policy; or
2. if the foregoing does not apply, the largest part of any damages or benefits paid or payable under a policy because of any single accident, occurrence, claim or suit, that we will include in the computation of the *Subject Premium*.

Such amount is shown in Section 4 of PART II for each type of insurance afforded under the policies described in Section 1 of PART II.

M. "Self-Insured Loss" or "SIR" means any loss you incur under a Self-Insured Retention of the policies described in Section I of PART II.

N. "Standard Premium" means the premium as calculated according to the terms of each applicable policy, without application of this Endorsement, subject to the following:

1. For Workers Compensation and Employers Liability Insurance, *Standard Premium* means the premium determined on the basis of our rates as approved by regulatory authority, the remuneration of your employees in the coverage period, your Experience Modifications and Schedule Modifications, Loss Constant, and Minimum Premiums. Determination of *Standard Premium* will exclude:
 - a. any discount that recognizes any reduction in our expense ratio based on premium size or other factors; or
 - b. any discount for a Loss Reimbursement or Deductible.
 - c. Expense Constant.
2. For all other insurance, *Standard Premium* is the premium as calculated according to the terms of each applicable policy for insurance within the *Retained Amounts*, but without the application of this Endorsement, and without reduction for:

LARGE RISK RATING PLAN ENDORSEMENT

- a. any discount that recognizes any reduction in our expense ratio based on premium size or other factors; or
- b. any discount for a Loss Reimbursement or Deductible.

O. "Subject Loss" means the entire *Incurred Loss* (including any reimbursable or deductible portion of it) up to the sum of:

- 1. the damages or benefits we must pay or have paid up to the *Retained Amount*, and
- 2. all or a part of the *Allocated Loss Adjustment Expenses* we incur in accordance with the *ALAE* Option shown in Section 3 of PART II and defined in Item C of this section.

P. "Subject Premium" means the premium subject to retrospective adjustment on the basis described in Section 1, Paragraph A of this PART I.

Section 5. Exceptions and Changes

All exceptions and changes, if any, to the provisions of PART I, PART II or PART III of this endorsement are set forth in Section 11 of PART II or in a written addendum hereto.

LARGE RISK RATING PLAN ENDORSEMENT**PART II. SCHEDULE of POLICIES and RATING VALUES****Section 1. APPLICATION of this Endorsement**

RATING PERIOD: This Endorsement applies to the period beginning 12/31/2005 and ending 12/31/2006.

The Basis of Premium, Subject Losses, Self-Insured Losses, Minimum Cost, Maximum Cost, Minimum Premiums and Estimated Premiums shown in Section 5, Section 6, Section 7 and Section 9 of this PART II are estimated amounts for:

the first year of the Rating Period, or the entire Rating Period.

This Endorsement applies to the policies described below, and to their replacements and renewals effective during the Rating Period, or

This Endorsement applies to the policies described below, and to their replacements and renewals, and all subcontractor policies issued under a Construction Project. The Construction Project is described as follows:

N/A

a. Workers Compensation and Employers Liability Insurance policies:

WC 5731684 , WC 5731689 , WC 5731690.

b. Commercial General Liability Insurance policies:

c. Automobile Liability Insurance policies:

d. Other Insurance policies (described):

Section 2. Premiums for insurance on risks in states described below will be determined in accordance with the terms of the applicable policy other than this endorsement.

Kinds of Insurance	States
WC	FL

Section 3. Allocated Loss Adjustment Expenses Options

ALAE Option (enter ALAE Option A, B, C or D as applicable)	If ALAE Option C, enter Excess %	Applies to
C	100%	WC 5731684 , WC 5731690 , WC 5731689 .

LARGE RISK RATING PLAN ENDORSEMENT**Section 4. Retained Amounts:** applicable to all Insureds; or refer to Extension Schedule

Kind of Insurance	Retained Amount	Applicable to	Limitations or Descriptions
Workers Compensation			
Workers Compensation and Employers Liability under State Law - Insured States	\$350,000	Each Accident or each Person for Disease	
Workers Compensation and Employers Liability under Federal Law - Insured States	\$350,000	Each Accident or each Person for Disease	
Workers Compensation and Employers Liability - Self-Insured States	\$0	Each Accident or each Person for Disease	
Employers Liability - Monopolistic States		Each Accident or each Person for Disease	
		Each Accident or each Person for Disease	
Commercial General Liability			
Premises, Operations, Personal and Advertising Injury, Medical Payments, or Damage to Property Liability	\$0	Each Occurrence	
Products or Completed Operations Liability	\$0	Each Occurrence	
[Other]		Each Occurrence	
Commercial Automobile Liability, including UM/UIM and PIP/No Fault, if any			
Automobile Liability	\$0	Each Accident	
Garage Liability	\$0	Each Accident	
[Other]		Each Accident	
Combined Kinds Retention		Each Occurrence	

Section 5. Forecast of Subject Losses

We have shown our forecast of your Subject Losses below.

- a. Reimbursable and deductible portion of covered *Incurred Losses* (except amounts insured under "Deductible Liability Protection" policies, if any, subject to this Endorsement) \$72,703
- b. All other covered *Subject Losses* (including amounts insured under "Deductible Liability Protection" policies, if any, subject to this Endorsement) \$827,297

First Loss Valuation Date: 05/31/2007 and annually thereafter until all claims are closed or mutually agreed upon as to value.

Section 6. Minimum Cost and Maximum Cost

The *Minimum Cost* and *Maximum Cost*, if any, will be applied as explained below.

Item A. Minimum Cost: applicable, or not applicable

Line of Insurance: None

- a. *Minimum Cost*, adjustable on the Basis and rate shown below: \$0

Basis of Adjustment: None Per 0

Estimated Basis amount: \$0 Adjustment Rate: 0.0000

LARGE RISK RATING PLAN ENDORSEMENT

b. *Self-Insured Losses* you incur to which no insurance under the policies described in Section 1 of this PART II applies will NOT be included in determining whether or when the *Minimum Cost* has been reached, except as described herein:

Exceptions: N/A

Our forecast of your *Self-Insured Losses* included in paragraph a. above \$0

c. The following *Minimum Cost* itemization schedule applies:

Item B. Maximum Cost: applicable, or not applicable

Line of Insurance: None

The *Maximum Cost* will not be less than the estimated amount shown below, unless otherwise set forth in Section 11 of PART Two.

a. *Maximum Cost*, adjustable on the *Basis* and rate shown below: \$0

Basis of Adjustment: None Per 0

Estimated Basis amount: \$0 Adjustment Rate: 0.0000

b. *Self-Insured Losses* you incur to which no insurance under the policies described in Section 1 of this PART II applies will NOT be included in determining whether or when the *Maximum Cost* has been reached, except as described herein:

Exceptions: N/A

Our forecast of your *Self-Insured Losses* included in paragraph a. above \$0

c. The following *Maximum Cost* itemization schedule applies:

LARGE RISK RATING PLAN ENDORSEMENT**Section 7. Claims Service Charges**

Charge shown in Section 9, Item A *Subject Premium* of PART II, or fee schedule described below.
The Claims Service Provider is: AIGCS

FEE SCHEDULE

If X'ed here, the following fee schedule applies:

Claims Services Fee Schedule - Rates per Claimant

Type of Claim	Rate per Claimant	Estimated No. of Claimants	Estimated Fee
Workers Comp			
Medical	0.00	0	\$0
Indemnity	0.00	0	\$0
California	0.00	0	\$0
Texas	0.00	0	\$0
AOS	0.00	0	\$0
Surcharge Claims	0.00	0	\$0
Other	0.00	0	\$0
General Liability			
Bodily Injury	0.00	0	\$0
Property Damage	0.00	0	\$0
Other	0.00	0	\$0
Product Liability			
Bodily Injury	0.00	0	\$0
Property Damage	0.00	0	\$0
Other	0.00	0	\$0
Automobile Liability			
Bodily Injury	0.00	0	\$0
Property Damage	0.00	0	\$0
Physical Damage	0.00	0	\$0
Other	0.00	0	\$0
Incident Reports	0.00	0	\$0
Int. to Designated States	0.00	0	\$0
Other	0.00	0	\$0
Estimated Total Rate-per-Claimant Fee			\$0

LARGE RISK RATING PLAN ENDORSEMENT

If X'ed here, the following fee schedule applies:

Additional Service Fees Details

Additional Service Fees	Item Count	Rate/Item	Estimated Fee
Quarterly Loss Report	0	0.00	\$0
Subcontractor Interoffice Supervision	0	0.00	\$0
Magnetic Tape Fee	0	0.00	\$0
Subrogation	0	0.00	\$0
Appraisals	0	0.00	\$0
TPA Expenses	0	0.00	\$0
GAB Expenses	0	0.00	\$0
Cash Management Account Services	0	0.00	\$0
Claim File Reviews	0	0.00	\$0
Contingency Recovery Fees	0	0.00	\$0
Incoming Quality Control	0	0.00	\$0
Legal Cost Control	0	0.00	\$0
Location Visits	0	0.00	\$0
Semiannual Client Meetings	0	0.00	\$0
RMIS Reports	0	0.00	\$0
Customized Account Servicing	0	0.00	\$0
Structured Settlement Program	0	0.00	\$0
Reporting	0	0.00	\$0
Conversion	0	0.00	\$0
Minimum Adjusting Fee	0	0.00	\$0
Intellirisk Charges	0	0.00	\$0
Administration Fee	0	0.00	\$0

Estimated Additional Services Fee

\$0

Tail Fees Details

Tail Fees	Item Count	Rate/Item	Estimated Fee
Workers Comp Med. Only	0	0.00	\$0
Workers Comp. Indemnity	0	0.00	\$0
General Liability	0	0.00	\$0
Products Liability	0	0.00	\$0
Auto Liability	0	0.00	\$0
Maintenance	0	0.00	\$0

Estimated Tail Fee

\$0

LARGE RISK RATING PLAN ENDORSEMENT

If X'ed here, the following fee schedules applies:

Fee Schedule - Time and Expenses

Type of Charge	Rate	Per	Est. Units	Estimated Fee
Investigating Service by Employed Staff		Hour		
Adjuster		Hour		
General Adjuster		Hour		
Executive General Adjuster		Hour		
Heavy Equipment Appraiser		Hour		
Auto Damage Appraiser		Hour		
Property Damage Appraiser		Hour		
Supervisor		Hour		
Examiner		Hour		
Account Manager		Hour		
Subcontracted Investigations And Appraisals		Hour		
Clerical and Statistical Processing		Hour		
Other Expenses, including		Hour		
Telephone		Minute		
Postage & Express Mail		Cost		
Auto Mileage, Rental, Tolls, Parking		Mile		
Photocopies		Copy		
Photography		Photo		
Public Transportation		Cost		
Overhead		Flat		
Services Outside of USA				
Estimated Total Time and Expense				\$0
Estimated Total Claims Service Expenses				\$0

LARGE RISK RATING PLAN ENDORSEMENT

Section 8. Taxes and Assessments

The taxes and assessments determined by the method indicated by the box "X'd" below shall apply in determining the *Final Premium* earned under the policies described in Section 1 of Part II during the first annual term of this endorsement. If the Rating Period under this endorsement is longer than 1 year, we will provide you written notice of the applicable taxes and assessments for the subsequent term of the Rating Period not less than thirty (30) days prior to each anniversary of this endorsement.

Item A. Fixed Rates

The Average Rates for taxes and assessments are shown in Item A. of Section 9 of PART II. The Average Rates will be fixed and applied without change in determining the *Final Premiums* earned under the policies described in Section I of PART II during the first annual period of this Endorsement.

Item B. Rates to be Recalculated

The Average Rates for taxes and assessments are shown in Item A. of Section 9 of Part II. The Average Rates will be recalculated to determine the *Final Premium* under the policies described in Section I of PART II, based on the rates shown in the chart below.

LARGE RISK RATING PLAN ENDORSEMENT

Section 9. The Rating Values and Amounts shown below apply as the *Basis of the Final Premium* for the policies described in Section 1 of this Part II.

If the Rating Period exceeds one year, and if the estimated *Basis of Premium*, Minimum Premiums and Estimated Premiums shown below apply only to the first year, on or about each anniversary of the beginning of the Rating Period, we will issue an extension of this Section to show the rating values and amounts for each subsequent year of the Rating Period.

Item A. Subject Premium, part of Final Premium

Line Items	Rates	Per	Basis Types	Estimated Basis	Minimum Premium	Estimated Premium
Expected Primary Losses	0.0000	1	ULTIMATE LOSSES	0	\$0	\$827,297
Claims Service Fees	1.0900	1	ULTIMATE LOSSES	900,000	\$0	\$40,000
Basic	18.3665	100	STANDARD PREMIUM	1,509,818	\$277,300	\$277,300
Taxes	4.8267	100	STANDARD PREMIUM	1,509,818	\$0	\$69,855
					Subtotal	\$1,214,452
Taxes/Assessments %	0.00000%	or	Taxes/Assessments	0.000000		\$0
			Divisor:			

Estimated Total Subject Premiums \$1,214,452

Item B. Non-Subject Premiums, part of Final Premium

Coverage Description	Rates	Per	Basis Types	Estimated Basis	Minimum Premium	Estimated Premium
Excess Premium WC The Entire Contract	12.7321	100	STANDARD PREMIUM	1,509,818	\$192,232	\$192,232

Estimated Total Non-Subject Premiums \$192,232

Item C. Summary of Expected Total Cost

Estimated Final Premium (Part A. plus Part B)	\$1,406,684
Expected Reimbursable Losses and Deductible Losses and Self-Insured Losses and ALAE, if applicable	\$72,703
Minimum Cost from Section 6. If not applicable, show \$0	\$0
Maximum Cost from Section 6. If not applicable, show \$0	\$0
Surcharges:	0.0000

EXPECTED TOTAL COST \$1,499,624

LARGE RISK RATING PLAN ENDORSEMENT

Section 10. Basis of Premium:

Payroll: means all of the money or the substitute for money earned during the terms of the policies described in Section 1 of this PART II by you if you are the proprietor of the insured business, by all partners or joint venturers if you are a partnership or joint venture, by all members if you are a limited liability company, and by all employees including temporary employees and workers leased by you from any employee leasing organization for their services to you during the policy period, subject to limitations set forth in the New York Workers Compensation Rating Bureau's manual rules, if applicable.

Sales: means the gross amount of money you or others trading in your name have charged for all goods and services you or they have sold or distributed during the terms of the policies described in Section 1 of this PART II, including charges for delivery, installation, service and repair, and including taxes other than taxes which you or such others collect as a separate item and remit directly to a government division.

Receipts: means the gross amount of money you have charged others for work that you, your partners, your employees, your contractors and subcontractors at all levels have performed during the terms of the policies described in Section 1 of this PART II, including taxes other than taxes which you or such others collect as a separate item and remit directly to a government division.

Cost: means the total cost to you for all work performed for you during the terms of the policies described in Section 1 of this PART II by independent contractors and their subcontractors at all levels, including the cost of all labor, materials, equipment and supplies furnished, used or delivered for use in the execution of such work, whether furnished by the owner, by contractors, or subcontractors at any level, including but not limited to all fees, allowances, bonuses, and commissions either made, paid or due, as well as taxes other than taxes which you collect as a separate item and remit directly to a government division.

Units: means the number of items of the type specified in this endorsement. Units that you hold for use in your business will mean the sum of their number at the inception of the terms of the policies described in Section 1 of this PART II plus their number at their expiration or termination, times 50% of the fraction of a full year that such policies were in force. Units that you sell to others whether for your own account or the account of another means the total number of such units that you sell during the term of such policies.

Indemnity: means the total amount we have paid and have reserved for payment as Workers Compensation

Losses: benefits other than Medical benefits under a policy described in this PART II, including reserves for accidents or illness that have happened but have not been reported to us and for statistically expected loss development on claims that have been reported to us.

Other: (Other)

Section 11. Exceptions

\$40,000 claims fee represents a deposit only. LCF is 9 percent

LARGE RISK RATING PLAN ENDORSEMENT

PART III. AGGREGATE STOP

The *Aggregate Stop Amount* and the *Aggregate Stop Limit*, if any, shown in the Schedule below will be applied as explained below.

Section I. Aggregate Stop Amount

1. If an *Aggregate Stop Amount* is shown in the Schedule below, we will not include more than the *Aggregate Stop Amount* in the computation of the *Final Premium* and determination of maximum benefits, damages and "ALAE" payable or reimbursable by you under the terms of the policies described in Section I of PART II, subject to any *Aggregate Stop Limit* shown in the Schedule below.

The maximum benefits, damages and ALAE to be included in the computation of the *Final Premium* will be the *Aggregate Stop Amount* shown in the Schedule below, less the following:

- a) all *Subject Losses* that you must reimburse us for under any Loss Reimbursement or Deductible terms applicable to the policy covering the *Incurred Loss*, and
- b) such amounts as described in Section III below that you have paid as *Self-Insured Losses*.

2. **Adjustment:** If an *Adjustment Rate* and an *Adjustment Basis* are shown in the Schedule below, the *Aggregate Stop Amount* shown in the Schedule below is only an estimate. The *Aggregate Stop Amount* will be finally determined by multiplying the *Adjustment Rate* by the final *Adjustment Basis* as determined by our audit of your books and records. The *Aggregate Stop Amount* will not be less than the estimated amount shown in the Schedule below, unless otherwise set forth in Section 11 of PART Two.
3. The *Aggregate Stop Amount* will not be reduced on account of the cancellation of any policy to which this Endorsement applies.

Section II. Aggregate Stop Limit

1. If an *Aggregate Stop Limit* is shown in the Schedule below, that Limit is the most *Subject Losses* above the *Aggregate Stop Amount* that will be excluded from the computation of the *Final Premium* and which you will not be required to reimburse us for under any Loss Reimbursement or Deductible terms of the policies described in Section I of PART II.
2. The *Aggregate Stop Limit* will not be reduced on account of the cancellation of any policy to which this Endorsement applies.

Section III. Self-Insured Losses

Self-Insured Losses: Losses you incur to which no insurance applies under the policies described in Section I of PART II will NOT be included in determining whether or when the *Aggregate Stop Amount* or *Aggregate Stop Limit* have been reached, except as described herein:

Exceptions: None

SCHEDULE**Aggregate Stop Amount and Aggregate Stop Limit**

The *Aggregate Stop Amount* and the *Aggregate Stop Limit* apply to the first year of, or entire Rating Period.

Line of Insurance: None

- a. *Aggregate Stop Amount*, adjustable on the *Basis* and rate shown below. \$0
- b. *Basis of Adjustment* None Per 0 Estimated Basis Amount: \$0
- c. *Aggregate Stop Limit* Adjustment Rate: 0.0000 \$0

Countersigned by _____ Date _____
(Authorized Signature)

EXHIBIT B

EXCEL STAFFING SERVICES C572950
Calculation of Security Requirements

<u>Current security requirement:</u>	
Reserve Need, Prior Years:	\$1,796,250 for the policy period(s) from 12/31/2004 to 12/31/2006
SIR:	\$350,000
LESS SIR Waived:	<u>\$350,000</u>
<u>Security need, Current Period:</u>	
LESS Losses paid to date on current period:	\$0
Adjustment to Current Period:	<u>\$0</u>
<u>Security need on upcoming renewal:</u>	
Total reserve need, all periods	<u>\$2,146,250</u>

Current security on hand:

LOC's (total):	\$0
Cash Collateral:	\$1,672,300
Trust Funds:	\$0
Other:	\$0
Escrow:	\$107,500
Bonds:	\$0
Money Market:	\$0
Custodial:	<u>\$0</u>
Less: Total security on hand:	<u>\$1,779,800</u>

Total current overage (deficiency): (\$366,450)

Outstanding receivables:

BPR/Fees:	\$973,343
Losses Receivable:	\$1,575,078
T&E Receivable:	\$0
Final Claims Reconciliation:	\$0
Audit/Special Taxes:	<u>\$0</u>
Total Receivables:	<u>\$2,548,421</u>

Total net current overage (deficiency): (\$2,914,871)

AIG Risk Management, Inc.
EXCEL STAFFING SERVICES C572950
 Calculation of Security Requirements
 Losses valued as of June 03, 2008

Summary, All Lines Combined

			Capped			Capped			Capped		
			Incurred			Ultimate			Paid		
			Losses			Losses			Losses		
Policy Period	From	To	Age	Losses	Losses	Losses	Losses	Losses	Losses	Losses	Losses
12/31/04	12/31/05	41	1,814,978	2,052,883	1,521,242	2,052,883	999,999,999	999,999,999	AIGCS	AIGCS	AIGCS
12/31/05	12/31/06	29	1,890,105	2,728,985	1,464,376						1,264,609

Total	\$3,705,083	\$4,781,868	\$2,985,618	\$1,796,250

Excel Staffing Services C572950 Sec Calc valued 06-03-2008 with agg stop
 Revised 3/03

Version 6.41
 Revised 3/03

6/18/2008 9:44 AM

AIG Risk Management, Inc.
EXCEL STAFFING SERVICES C572950
Calculation of Security Requirements
Losses valued as of June 03, 2008

Workers Compensation

<u>Policy Period</u>	<u>From</u>	<u>To</u>	<u>Age</u>	<u>Incurred</u>	<u>Capped</u>	<u>Ultimate</u>	<u>Capped</u>	<u>Indicated</u>
	12/31/04	12/31/05	41	1,814,978	1,254	2,275,353	Paid Losses	Reserve Need
	12/31/05	12/31/06	29	1,890,105	1,444	2,728,985	1,521,242	754,111

\$3,705,083	\$5,004,337	\$2,985,618	\$2,018,720
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Excel Staffing Services C572950 Sec Calc valued 06-03-2008 with age stop

Version 6.41
Revised 3/03

6/18/2008 9:44 AM

**National Union Fire Insurance
Company of Pittsburgh, PA**

EXECUTIVE OFFICES
70 Pine Street
New York, NY 10270
(212) 770 - 7000

June 4, 2008

Shannon Day -CFO
Excel Staffing Services, Inc.
14988 North 78th Way - Suite 200
Scottsdale, Arizona 85260-2612

Account Name: Excel Staffing Services, Inc.
Client Code:
Invoice Number: June 3, 2008 True up
Adjuster: AIG Claim Services

Description: June 3, 2008 inception to date losses
AIGRM Contact: Christopher Kessel
Phone: 908-679-3931
Program Type: Note

<u>Contract #</u>	<u>Policy Period</u>	<u>Losses Amount</u>	<u>Excess Amount</u>	<u>Loss Advance Credit</u>	<u>Amount Due</u>
572950	12/31/04-12/31/05	\$ 1,521,242.01	\$ -	\$ -	\$ 1,521,242.01
572951	12/31/05-12/31/06	\$ 1,464,375.72	\$ -	\$ -	\$ 1,464,375.72
		\$ 2,985,617.73	\$ -	\$ -	\$ 2,985,617.73
Less: Previously Paid					\$ 1,410,540.33
Total Amount Due:					\$ 1,575,077.40

Payment Via Wire To

JP Morgan Chase
New York, NY
ABA # 021000021
National Union Fire Insurance
Acct # 323-160387

Payment Via Check To

National Union
AIGRM Special Business
Post Office Box 35657
Newark, NJ 07193-5657

For Bank Use Only 13002200-070105-729-500 NL05085729A

EXCEL STAFFING, K#572850
MSA CASH RECEIPTS FROM INCEPTION THROUGH 01 MAY 2008
TPA: AIGCS

Invoice Number	Deposit Date	Amount	Account Name	Payer	Receipt No.	Check No.	Check Date	Check Amount	TPA
NL0207572850	12/27/07	\$15,000.00	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	165066	999999	12/26/07	\$15,000.00	AIG CLAIMS SERVICES
NL0207572850	12/19/07	\$15,000.00	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	151168	999999	12/18/07	\$15,000.00	AIG CLAIMS SERVICES
NL0107572850	12/21/07	\$15,000.00	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	147244	999999	12/21/07	\$15,000.00	AIG CLAIMS SERVICES
NL0107572850	12/07/07	\$20,000.00	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	144134	999999	12/06/07	\$20,000.00	AIG CLAIMS SERVICES
NL0107572850	11/30/07	\$10,000.00	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	139947	999999	11/29/07	\$10,000.00	AIG CLAIMS SERVICES
NL1206572850	11/27/07	\$15,000.00	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	137041	9990	11/26/07	\$15,000.00	AIG CLAIMS SERVICES
NL0107572850	10/24/07	\$18,001.58	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	117247	9716	10/23/07	\$20,000.00	AIG CLAIMS SERVICES
NL0107572850	10/24/07	\$1,985.42	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	117247	9716	10/23/07	\$20,000.00	AIG CLAIMS SERVICES
NL0107572850	06/13/07	\$15,000.00	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q35506	999999	06/12/07	\$15,000.00	AIG CLAIMS SERVICES
NL0107572850	06/04/07	\$15,000.00	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q26728	999999	06/01/07	\$15,000.00	AIG CLAIMS SERVICES
NL1206572850	05/29/07	\$15,000.00	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q21976	999999	05/25/07	\$15,000.00	AIG CLAIMS SERVICES
NL1206572850	05/21/07	\$15,000.00	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q17262	999999	05/18/07	\$15,000.00	AIG CLAIMS SERVICES
NL1106572850	05/17/07	\$50,000.00	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q15164	999999	05/16/07	\$50,000.00	AIG CLAIMS SERVICES
NL1106572850	05/14/07	\$15,000.00	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q11937	999999	05/11/07	\$15,000.00	AIG CLAIMS SERVICES
NL1106572850	05/07/07	\$10,000.00	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	C07256	999999	05/04/07	\$10,000.00	AIG CLAIMS SERVICES
NL1106572850	05/01/07	\$5,000.00	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	C05563	999999	04/27/07	\$5,000.00	AIG CLAIMS SERVICES
NL1106572850	04/26/07	\$10,000.00	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q04424	8421	04/25/07	\$10,000.00	AIG CLAIMS SERVICES
NL1106572850	04/26/07	\$10,000.00	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	C04350	999999	04/24/07	\$10,000.00	AIG CLAIMS SERVICES
NL1106572850	04/20/07	\$10,000.00	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	C02918	8327	04/19/07	\$10,000.00	AIG CLAIMS SERVICES
NL1106572850	04/02/07	\$10,000.00	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q10194	8183	04/02/07	\$10,000.00	AIG CLAIMS SERVICES
NL1106572850	03/15/07	\$10,000.00	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q27340	8076	03/14/07	\$10,000.00	AIG CLAIMS SERVICES
NL1106572850	02/28/07	\$2,500.00	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q22861	7926	02/26/07	\$3,500.00	AIG CLAIMS SERVICES
NL1106572850	02/28/07	\$3,500.00	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q23317	7951	02/27/07	\$3,500.00	AIG CLAIMS SERVICES
NL1106572850	02/16/07	\$10,000.00	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	C02135	7872	02/16/07	\$3,500.00	AIG CLAIMS SERVICES
NL1106572850	02/12/07	\$10,000.00	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q80176	999999	02/12/07	\$10,000.00	AIG CLAIMS SERVICES
NL1106572850	02/08/07	\$2,500.00	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q80200	999999	01/31/06	\$10,000.00	AIG CLAIMS SERVICES
NL1106572850	02/08/07	\$3,500.00	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q80170	999999	01/29/06	\$63,944.54	AIG CLAIMS SERVICES
NL1106572850	12/29/06	\$10,886.72	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q80118	999999	01/01/06	\$53,712.11	AIG CLAIMS SERVICES
NL0306572850	12/01/06	\$37,158.50	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q80157	999999	01/29/06	\$60,636.72	AIG CLAIMS SERVICES
NL0306572850	11/01/06	\$101,481.22	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q80168	999999	11/30/06	\$87,158.50	AIG CLAIMS SERVICES
NL0206572850	10/02/06	\$63,944.54	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q42878	10771	05/24/06	\$73,904.30	AIG CLAIMS SERVICES
NL0606572850	09/07/06	\$3,712.11	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q34599	10650	04/28/06	\$68,308.31	AIG CLAIMS SERVICES
NL0606572850	08/01/06	\$45,107.01	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q28354	10485	03/29/06	\$61,765.19	AIG CLAIMS SERVICES
NL0406572850	07/05/06	\$50,318.63	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q19754	10238	02/24/06	\$62,070.47	AIG CLAIMS SERVICES
NL0306572850	05/25/06	\$73,904.30	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q80069	999999	02/13/06	\$83,559.48	AIG CLAIMS SERVICES
NL0206572850	05/01/06	\$50,036.58	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q04125	9951	12/30/05	\$53,004.84	AIG CLAIMS SERVICES
NL0106572850	04/04/06	\$61,765.19	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	C06902	9781	10/20/05	\$50,036.58	AIG CLAIMS SERVICES
NL1206572850	03/03/06	\$62,070.47	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q91484	9538	11/09/05	\$40,646.77	AIG CLAIMS SERVICES
NL1106572850	02/13/06	\$83,559.48	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q30777	9409	10/04/05	\$41,633.69	AIG CLAIMS SERVICES
NL0106572850	01/05/06	\$53,004.84	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q75306	9259	08/12/05	\$39,886.35	AIG CLAIMS SERVICES
NL0806572850	12/03/05	\$50,036.58	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q66922	9104	08/10/05	\$37,881.28	AIG CLAIMS SERVICES
NL0706572850	11/11/05	\$40,646.77	EXCEL STAFFING SERVICES INC	EXCEL STAFFING	Q82160	8952	07/27/05	\$44,934.34	AIG CLAIMS SERVICES
									TOTAL \$1,410,540.33

Wages! Staffing Losses valued 90 00 08

SERVIN LUIS	00008383439	2004	0.00
MENDEZ JOSEFINA	00008383439	2004	0.00
CANIEZ MARIO	00008383439	2004	0.00
CAMARCO LUIS ANGEL	00008383439	2004	0.00
CAJENE EVA	00008383439	2004	0.00
NORIEGA FERNANDO	00008383439	2004	0.00
JOHNSON CARMEN	00008383439	2004	0.00
PINEDA ANDREW	00008383439	2004	0.00
DEVET SAMANTHA	00008383439	2004	0.00
MARTINEZ MARIA H	00008383439	2004	0.00
ESTRADA RUDY	00008383439	2004	0.00
CHAVAZ RAMOS FRANCIA	00008383439	2004	0.00
CRUZ ARMANDO	00008383439	2004	0.00
BUSTAMANTE PAULA	00008383439	2004	0.00
OTHER MANUEL	00008383439	2004	0.00
PERALTA VICTOR	00008383439	2004	0.00
ALVARADO LORENZO	00008383439	2004	0.00
MAINE WILLIAM	00008383439	2004	0.00
TAVALANIDA	00008383439	2004	0.00
TRUCCO MILLER SARAH	00008383439	2004	0.00
MARTINEZ TOMAS	00008383439	2004	0.00
AGRIMONTE REYES	00008383439	2004	0.00
SEPULVEDA JORGE	00008383439	2004	0.00
CANTER CHARLES	00008383439	2004	0.00
PAREDES RHINA	00008383439	2004	0.00
CAMARIGO ANTONIO	00008383439	2004	0.00
HODGE RASHIE	00008383439	2004	0.00
MODY WEALTON	00008383439	2004	0.00
SOTOLE MACEDONIO	00008383439	2004	0.00
CRUZ GUADALUPE	00008383439	2004	0.00
VILLALOBOS JOSE	00008383439	2004	0.00
BERNAL GERMAN	00008383439	2004	0.00
ALEJANDRE ANTONIO	00008383439	2004	0.00
HOLGUIN JUAN	00008383439	2004	0.00
SOTOLE MACEDONIO	00008383439	2004	0.00
HERNANDEZ FREDY	00008383439	2004	0.00
SERRANO YADIRA	00008383439	2004	0.00
AVILA RAUL	00008383439	2004	0.00
VEGA MANUEL	00008383439	2004	0.00
MORAL ANGEL	00008383439	2004	0.00
GONZALEZ OMAR	00008383439	2004	0.00
MORALES CARLOS	00008383439	2004	0.00
LOPEZ DAVID	00008383439	2004	0.00
LIKON JESUS	00008383439	2004	0.00
CHARCHILLA DOUGLAS	00008383439	2004	0.00
OLIVEROS REYNA	00008383439	2004	0.00
CORTEZ KIRT	00008383439	2004	0.00
PEREZ NESTOR	00008383439	2004	0.00
CEDED JUAN	00008383439	2004	0.00
ACHUTEGUI PEDRO	00008383439	2004	0.00
HERNANDEZ EDSTOLIA	00008383439	2004	0.00
VACQUEZ ANA M	00008383439	2004	0.00
RODRIGUEZ VICTORIA	00008383439	2004	0.00
BRIGGS RYAN	00008383439	2004	0.00
VILLAREAL LAURO	00008383439	2004	0.00
LOPEZ ALICIA	00008383439	2004	0.00
CORNEJO NORMAN	00008383439	2004	0.00
CASTELLO ILLA	00008383439	2004	0.00
MASSEL NE STEPHANIE	00008383439	2004	0.00
MOLINA ROBERTO	00008383439	2004	0.00
10/11/2005 Closed	00008383439	2004	0.00
06/22/2005 Closed	00008383439	2004	0.00
07/12/2005 Closed	00008383439	2004	0.00
08/22/2005 Closed	00008383439	2004	0.00
09/11/2005 Closed	00008383439	2004	0.00
08/16/2005 Closed	00008383439	2004	0.00
07/11/2005 Closed	00008383439	2004	0.00
06/15/2005 Closed	00008383439	2004	0.00
05/11/2005 Closed	00008383439	2004	0.00
04/11/2005 Closed	00008383439	2004	0.00
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02/11/2005 Closed	00008383439	2004	0.00
01/11/2005 Closed	00008383439	2004	0.00
00/11/2005 Closed	00008383439	2004	0.00
11/14/2005 WC	00008383439	2004	0.64
10/27/2005 WC	00008383439	2004	1.00
09/22/2005 WC	00008383439	2004	1.40
08/16/2005 WC	00008383439	2004	1.92
07/11/2005 WC	00008383439	2004	1.95
06/15/2005 WC	00008383439	2004	2.00
05/11/2005 WC	00008383439	2004	2.00
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10/12/2005 WC	00008383439	2004	2.00
09/12/2005 WC	00008383439	2004	2.00
08/12/2005 WC	00008383439	2004	2.00
07/12/2005 WC	00008383439	2004	2.00
06/12/2005 WC	00008383439	2004	2.00
05/12/2005 WC	00008383439	2004	2.00
04/12/2005 WC	00008383439	2004	2.00
03/12/2005 WC	00008383439	2004	2.00
02/12/2005 WC	00008383439	2004	2.00
01/12/2005 WC	00008383439	2004	2.00
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10/11/2005 WC	00008383439	2004	2.00
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07/11/2005 WC	00008383439	2004	2.00
06/11/2005 WC	00008383439	2004	2.00
05/11/2005 WC	00008383439	2004	2.00
04/11/2005 WC	00008383439	2004	2.00
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09/12/2005 WC	00008383439	2004	2.00
08/12/2005 WC	00008383439	2004	2.00
07/12/2005 WC	00008383439	2004	2.00
06/12/2005 WC	00008383439	2004	2.00
05/12/2005 WC	00008383439	2004	2.00
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03/12/2005 WC	00008383439	2004	2.00
02/12/2005 WC	00008383439	2004	2.00
01/12/2005 WC	00008383439	2004	2.00
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10/11/2005 WC	00008383439	2004	2.00
09/11/2005 WC	00008383439	2004	2.00
08/11/2005 WC	00008383439	2004	2.00
07/11/2005 WC	00008383439	2004	2.00
06/11/2005 WC	00008383439	2004	2.00
05/11/2005 WC	00008383439	2004	2.00
04/11/2005 WC	00008383439	2004	2.00
03/11/2005 WC	00008383439	2004	2.00
02/11/2005 WC	00008383439	2004	2.00
01/11/2005 WC	00008383439	2004	2.00
00/11/2005 WC	00008383439	2004	2.00
10/12/2005 WC	00008383439	2004	2.00
09/12/2005 WC	00008383439	2004	2.00
08/12/2005 WC	00008383439	2004	2.00
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04/12/2005 WC	00008383439	2004	2.00
03/12/2005 WC	00008383439	2004	2.00
02/12/2005 WC	00008383439	2004	2.00
01/12/2005 WC	00008383439	2004	2.00
00/12/2005 WC	00008383439	2004	2.00
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09/11/2005 WC	00008383439	2004	2.00
08/11/2005 WC	00008383439	2004	2.00
07/11/2005 WC	00008383439	2004	2.00
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05/11/2005 WC	00008383439	2004	2.00
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03/11/2005 WC	00008383439	2004	2.00
02/11/2005 WC	00008383439	2004	2.00
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09/11/2005 WC	00008383439	2004	2.00
08/11/2005 WC	00008383439	2004	2.00
07/11/2005 WC	00008383439	2004	2.00
06/11/2005 WC	00008383439	2004	2.00
05/11/2005 WC	00008383439	2004	2.00
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09/11/2005 WC	00008383439	2004	2.00
08/11/2005 WC	00008383439	2004	2.00
07/11/2005 WC	00008383439	2004	

GAUTAN SOFIA	08/13/2006	Closed	0.00
MORALES MINERVA	08/07/2006	Closed	0.00
DURAN MARIA	08/24/2006	Closed	0.00
CHAVEZ ISABEL	08/11/2006	Closed	0.00
AHMETIV VALDERRAMA	08/11/2006	Closed	0.00
USMANDY A. ASQUILLA M	08/11/2006	Notice Only	0.00
CASQUERO FIDEL	08/05/2006	Closed	0.00
CACERES NATALIE	08/22/2006	Closed	0.00
ENRIQUEZ REBEKA	08/05/2006	Notice Only	0.00
ENRIQUEZ MARLENIE	08/21/2006	Closed	0.00
CAMACHO MARIA	08/22/2006	Closed	0.00
SANDOVAL REINE	08/04/2006	Closed	0.00
DIAS JORGE	08/28/2006	Closed	0.00
MURRAY PATRICK	08/17/2006	Closed	0.00
VALDEZ CARLOS	08/21/2006	Closed	0.00
LOPEZ DANIEL	08/14/2006	Closed	0.00
JIMENEZ LOURDES	08/28/2006	Closed	0.00
SANCHEZ BRENDA E	08/22/2006	Closed	0.00
AYALA ALEX V	08/22/2006	Closed	0.00
SCOLAZI LUIS	08/13/2006	Closed	0.00
HERNANDEZ PARRA MIGUEL	08/22/2006	Closed	0.00
ZAVALA JOAQUIN	08/21/2006	Closed	0.00
ROCHA AURELIA	08/22/2006	Closed	0.00
ALVAREZ NOEMI	08/29/2006	Closed	0.00
JIMENEZ LOURDES	08/28/2006	Closed	0.00
HINOJOSA EVA	11/18/2006	Closed	0.00
RODRIGUEZ ORLANDO	08/22/2006	Closed	0.00
MARTINEZ LIZZ M	08/24/2006	Closed	0.00
VALDIZ MARIO	08/22/2006	Closed	0.00
MOODY JEFF	08/04/2006	Closed	0.00
VELASQUEZ GEORGE	08/21/2006	Closed	0.00
SILVA MERCEDES	08/16/2006	Closed	0.00
SUAREZ JULIO	08/01/2006	Closed	0.00
RODRIGUEZ ORLANDO	08/19/2006	Closed	0.00
MARTINEZ LIZZ M	08/24/2006	Closed	0.00
ARIZAGA BERENICE	07/24/2006	Closed	0.00
MAINS TONYA	08/17/2006	Closed	0.00
SERRANO OLGA	08/22/2006	Closed	0.00
DIARTE TENE	08/16/2006	Closed	0.00
ROBLES ERIK	08/27/2006	Closed	0.00
CRUZ GLEYDY G	08/11/2006	Closed	0.00
KENNEDY PAUL	10/19/2006	Closed	0.00
PEREZ OMAR	08/24/2006	Closed	0.00
ALMANZA LETICIA	08/11/2006	Closed	0.00
LOPEZ GASPAR	07/29/2006	Closed	0.00
MARZO GUADALUPE	08/21/2006	Closed	0.00
GARCIA RAUL	08/08/2006	Closed	0.00
CHAVIRA MARIA	07/28/2006	Closed	0.00
GARCIA GABRIELA	08/25/2006	Closed	0.00
CROZ JUAN	08/12/2006	Closed	0.00
MOORE LILLIAN	08/01/2006	Closed	0.00
MEDINA ROSARIO	07/07/2006	Closed	0.00
MANCILLA MARIA I	08/28/2006	Closed	0.00
BANUEL OS NIGUEL	08/19/2006	Closed	0.00
CHAVIRA MARIA	08/02/2006	Closed	0.00
CRUZ GABRIELA	08/25/2006	Closed	0.00
CROZ JUAN	07/20/2006	Closed	0.00
VALERO LUIS	10/19/2006	Closed	0.00
URTECHO CLAUDIA	07/07/2006	Closed	0.00
MARTINEZ EUGENIA	08/28/2006	Closed	0.00
VELASCO PATRICIO	08/18/2006	Closed	0.00
NEZ DENIS T	07/17/2006	Closed	0.00
UNZUELA ANDY	08/28/2006	Closed	0.00
LOPEZ TEODORO	08/20/2006	Closed	0.00
VALERO LUIS	07/20/2006	Closed	0.00
SEPUYEDA MARIA	04/13/2006	Closed	0.00
MARTINEZ CLAUDIA	11/01/2006	Closed	0.00
11/05/2006	Closed	0.00	
10/18/2006	Closed	0.00	
08/12/2006	Closed	0.00	
07/16/2006	Closed	0.00	
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05/31/2006	Closed	0.00	
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06/14/2006	Closed	0.00	
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06/27/2007	Closed	0.00	
07/04/2007	Closed	0.00	
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09/05/2007	Closed	0.00	
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09/26/2007	Closed	0.00	
10/03/2007	Closed	0.00	
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11/28/2007	Closed	0.00	
12/05/2007	Closed	0.00	
12/12/2007	Closed	0.00	
12/19/2007	Closed	0.00	
12/26/2007	Closed	0.00	
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01/09/2008	Closed	0.00	
01/16/2008	Closed	0.00	
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02/06/2008	Closed	0.00	
02/13/2008	Closed	0.00	
02/20/2008	Closed	0.00	
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03/12/2008	Closed	0.00	
03/19/2008	Closed	0.00	
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04/02/2008	Closed	0.00	
04/09/2008	Closed	0.00	
04/16/2008	Closed	0.00	
04/23/2008	Closed	0.00	
05/06/2008	Closed	0.00	
05/13/2008	Closed	0.00	
05/20/2008	Closed	0.00	
05/27/2008	Closed	0.00	
06/03/2008	Closed	0.00	
06/10/2008	Closed	0.00	
06/17/2008	Closed	0.00	
06/24/2008	Closed	0.00	
07/01/2008	Closed	0.00	
07/08/2008	Closed	0.00	
07/15/2008	Closed	0.00	
07/22/2008	Closed	0.00	
07/29/2008	Closed	0.00	
08/05/2008	Closed	0.00	
08/12/2008	Closed	0.00	
08/19/2008	Closed	0.00	
08/26/2008	Closed	0.00	
09/02/2008	Closed	0.00	
09/09/2008	Closed	0.00	
09/16/2008	Closed	0.00	
09/23/2008	Closed	0.00	
09/30/2008	Closed	0.00	
10/07/2008	Closed	0.00	
10/14/2008	Closed	0.00	
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11/11/2008	Closed	0.00	
11/18/2008	Closed	0.00	
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12/01/2008	Closed	0.00	
12/08/2008	Closed	0.00	
12/15/2008	Closed	0.00	
12/22/2008	Closed	0.00	
12/29/2008	Closed	0.00	
01/05/2009	Closed	0.00	
01/12/2009	Closed	0.00	
01/19/2009	Closed	0.00	
01/26/2009	Closed	0.00	
02/02/2009	Closed	0.00	
02/09/2009	Closed	0.00	
02/16/2009	Closed	0.00	
02/23/2009	Closed	0.00	
03/02/2009	Closed	0.00	
03/09/2009	Closed	0.00	
03/16/2009	Closed	0.00	
03/23/2009	Closed	0.00	
03/30/2009	Closed	0.00	
04/06/2009	Closed	0.00	
04/13/2009	Closed	0.00	
04/20/2009	Closed	0.00	
05/04/2009	Closed	0.00	
05/11/2009	Closed	0.00	
05/18/2009	Closed	0.00	
05/25/2009	Closed	0.00	
06/01/2009	Closed	0.00	
06/08/2009	Closed	0.00	
06/15/2009	Closed	0.00	
06/22/2009	Closed	0.00	
06/29/2009	Closed	0.00	
07/06/2009	Closed	0.00	
07/13/2009	Closed	0.00	
07/20/2009	Closed	0.00	
07/27/2009	Closed	0.00	
08/03/2009	Closed	0.00	
08/10/2009	Closed	0.00	
08/17/2009	Closed	0.00	
08/24/2009	Closed	0.00	
08/31/2009	Closed	0.00	
09/07/2009	Closed	0.00	
09/14/2009	Closed	0.00	
09/21/2009	Closed	0.00	
09/28/2009	Closed	0.00	
10/05/2009	Closed	0.00	
10/12/2009	Closed	0.00	
10/19/2009	Closed	0.00	
10/26/2009	Closed	0.00	
11/02/2009	Closed	0.00	
11/09/2009	Closed	0.00	
11/16/2009	Closed	0.00	
11/23/2009	Closed	0.00	
11/30/2009	Closed	0.00	
12/07/2009	Closed	0.00	
12/14/2009	Closed	0.00	
12/21/2009	Closed	0.00	
12/28/2009	Closed	0.00	
01/04/2010	Closed	0.00	
01/11/2010	Closed	0.00	
01/18/2010	Closed	0.00	
01/25/2010	Closed	0.00	
02/01/2010	Closed	0.00	
02/08/2010	Closed	0.00	
02/15/2010	Closed	0.00	
02/22/2010	Closed	0.00	
03/01/2010	Closed	0.00	
03/08/2010	Closed	0.00	
03/15/2010	Closed	0.00	
03/22/2010	Closed	0.00	
03/29/2010	Closed	0.00	
04/05/2010	Closed	0.00	
04/12/2010	Closed	0.00	
04/19/2010	Closed	0.00	
04/26/2010	Closed	0.00	
05/03/2010	Closed	0.00	
05/10/2010	Closed	0.00	
05/17/2010	Closed	0.00	
05/24/2010	Closed	0.00	
06/07/2010	Closed	0.00	
06/14/2010	Closed	0.00	
06/21/2010	Closed	0.00	
06/28/2010	Closed	0.00	
07/05/2010	Closed	0.00	
07/12/2010	Closed	0.00	
07/19/2010	Closed	0.00	
07/26/2010	Closed	0.00	
08/02/2010	Closed	0.00	
08/09/2010	Closed	0.00	
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08/23/2010	Closed	0.00	
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09/06/2010	Closed	0.00	
09/13/2010	Closed	0.00	
09/20/2010	Closed	0.00	
09/27/2010	Closed	0.00	
10/04/2010	Closed	0.00	
10/11/2010	Closed	0.00	
10/18/2010	Closed	0.00	



AMERICAN INTERNATIONAL GROUP

NOTICE OF PREMIUM DUE

If this invoice results in additional premium, it is due and payable to the company 30 days from the date of this bill.

PRODUCER

AMERICAN INSURANCE BROKERAGE
100 FEDERAL STREET
BOSTON, MA 02110
Attn: G. J. McNamee

FOR INSURANCE IN FAVOR OF:

EX-001 STYLING SERVICES INC 1918 N. BROADWAY SUITE 200 SCOTTSDALE, AZ 85251-2012	Profit Center 100-500	Valuation Date 10/24/2005
	Producer 100-500	Billing Date 10/24/2005 Or Upon Rec'd 000

ADJUSTMENT DETAILS			
Contract #	Policy Period	Commission	Premium
572950	12/31/2004-05	\$0	\$22,712
572951	12/31/2005-06	\$117,682	\$996,055
TOTAL COMMISSION		TOTAL INVOICE \$	
\$117,682		\$996,055	

Please review the attached documentation to ensure that the indication is consistent with your records. In the event that this is a return premium, unless otherwise directed, AIG will hold the credit for future allocation against outstanding balances on this account.

Address any inquiries to: Brian Meaney
By email Brian.meaney@aig.com or by fax to 908-679-4309

REMIT TO:

American International Companies

Regular Mail:

PO Box 10472, Newark, NJ 07193-0472

Express Mail:

4 Chase Metrotech Center, 7th Floor East
Lockbox 10472, Brooklyn, NY 11245**WIRING INSTRUCTIONS**

Chase Manhattan Bank, 55 Water Street, NY, NY 10005

ABA # 021-000-021

National Union Fire Insurance Co. of Pittsburgh, PA
Bank A/C # 323-160-387 Phone #:1-877-204-1124



One Connell Drive
Berkeley Heights, NJ 07922

American International Group, Inc.

Program Adjustment

Program Adjustment									
Contract #:	572950	Insception Date: 12/31/2004		Expiration Date: 12/31/2005					
Insured Name:	Excel Staffing Services, Inc.					Region: Boston			
Policy #:	WC 0834439, WC 0834440					Credited Division: 59		Booked Division: 59	
PROGRAM COMPONENTS:									
Provision for Losses:									
Retained Amounts and ALAE									
Workers Compensation									
AGGREGATE STOP:									
SUBTOTAL:									
Subject Premium:									
Claims Service Fees									
Basic									
Taxes									
0.59340		1		Contract		\$ 95,725		\$ 95,725	
3.52370		100		WC Payroll		\$ 45,504,337		\$ 270,023	
Standard Premium						\$ 2,523,537		\$ 88,922	
Non-Subject Premium:									
WC Excess									
Special Taxes and Surcharges:									
WC 0834439 CT									
WC 0834439 IL									
WC 0834439 IN									
WC 0834439 ME									
WC 0834439 MA									
WC 0834439 NJ									
WC 0834439 PA									
WC 0834439 VT									
WC 0834440 CA									
SUBTOTAL:									
SUBTOTAL INSURANCE COST:									
Less Deferred Premium/Loss Provision not due as of the issue date:									
Retained Amounts and ALAE									
Subtotal									
TOTAL DUE UPON RECEIPT:									
Subtotal									
SUBTOTAL:									
\$ 44,464						\$ 44,464			
SUBTOTAL:									
\$ 44,464						\$ 44,464			
SUBTOTAL:									
\$ 44,464						\$ 44,464			
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\$ 44,464						\$ 44,464			
SUBTOTAL:									
\$ 44,464						\$ 44,464			



- Complete items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the envelope or on the front if space permits.

1. Article Addressed to:

Excel Staffing Services, Inc.
3347 Scottsdale Road
Suite 135
Scottsdale, Arizona 85266
Attn: Shannon M. Day
Chief Financial Officer

2. Article Number:

(Transfer from service label)

7004 2840 0004 6853 2769

<input checked="" type="checkbox"/> X <i>Shannon M. Day</i>		<input type="checkbox"/> Agent <input type="checkbox"/> Address
B. Recipient by Printed Name		C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input checked="" type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee)

 Yes



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**Linda Martin Barber**

Certified Arbitrator

**Personal Information**

Address: P.O. Box 208
43 Miller Avenue
Chautauqua, NY 14722
Phone: 716-357-9292
Cell: 609-504-9485
Fax: 716-357-9292
Email: lbarber@navigantconsulting.com

Current Employment

Company: **Navigant Consulting, Inc.**
Position: Managing Director, Consulting practice devoted to insurance and reinsurance matters.
Address: Navigant Consulting, Inc.
1009 Lenox Drive, Bldg. 4 - Suite 101
Lawrenceville, NJ 08648
Phone: 609-219-8786
Fax: 609-219-8701
Email: lbarber@navigantconsulting.com
Attorney: Yes

Previous Employment

Company: **International Insurance Company, 1994-1997**
Position: Director, SVP - Claims (direct and assumed)
Company: **CIGNA Companies, 1981-1994**
Position: VP, Major Claims 1990-1994; Assistant General Counsel 1981-1990 (responsible for counseling direct and assumed operations, including management of litigation and reinsurance disputes)
Company: **Ballard, Spahr, Andrews & Ingersoll, 1976-1981**
Position: Associate, Litigation Department.

Credentials

Member, Pennsylvania Bar; Chatham College, B.A. cum laude; Phi Beta Kappa; Temple University, J.D. cum laude; Editor, Law Review.

Principal Areas of Insurance/Reinsurance Experience

Claims, including APH, allocation issues; underwriting, accounting, and regulatory issues from years as counsel to domestic operations

Other Information

Invited member, Reinsurance Dispute Resolution Task Force 1997-1999; Director, Pollution Liability Insurance Association 1994-1996; Extensive reinsurance arbitration experience as counsel for CIGNA's P&C companies including U.S., U.K., and French arbitrations

Years of Experience

Insurance Company: 17
Reinsurance Company: 13
Law Firm (Insurance/Reinsurance Practice): 5
Other: Consulting on insurance/reinsurance issues 9

Number of Arbitrations

As an Arbitrator: 14
Completed Arbitrations (Award Issued)
As an Arbitrator: 3

Search Keywords

Professional Background

- Attorney
- Claims Department
- Legal Department
- Former Insurance Company Officer
- Former Reinsurance Company Officer

Insurance

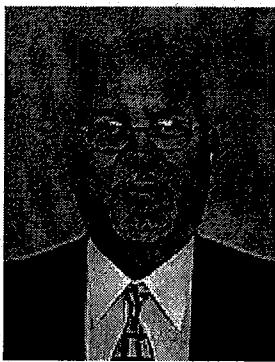
- Antitrust
- Asbestos
- Audit
- Captives/Risk Retention Groups
- Commercial Liability
- Environmental/Pollution
- Excess/Surplus Lines
- Fidelity & Surety
- MGA/MGU
- Personal Lines
- Political Risk
- Product Liability
- Professional Liability/Errors & Omissions
- Regulatory/Licensing
- Third Party Administrator
- Toxic Torts
- Workers' Compensation

Reinsurance

- Asbestos
- Audit
- Environmental/Pollution

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[« Previous](#) | 14 of 333 | [Next »](#)**Nasri H. Barakat**

Certified Arbitrator

**Personal Information**

Address: 353 East 72nd Street
Apt # 4D
New York, NY 10021

Phone: 646-707-0157
Cell: 214-912-9848
Fax: 646-224-8404
Email: nasrib@nhbarakat.com

Current Employment

Company: **II&RCS, Inc., (International Consultants)**

Position: President/Owner: arbitrations & mediations, litigation support & management, reinsurance & insurance inspections, expert testimony, due diligence, collections, liquidation management, run-off management.

Address: 353 East 72nd Street
Apt # 35A
New York, NY 10021

Phone: 646-707-0157
Cell: 214-912-9848
Fax: 646-224-8404
Email: iircsinc@ipa.net

Website: www.nhbarakat.com

Attorney: Yes

Previous Employment

Company: **Old American Insurance Services, Inc., Dallas, TX**

Position: Marketing Commercial excess & surplus lines underwriting, ceded reinsurance & fronting programs

Company: **Republic Insurance Company, Dallas, TX**

Position: Ceded & assumed reinsurance inspections, commutations, liquidations, arbitration & litigation management.

Company: **National American Insurance Company
Chandler Insurance Company, Ltd.**

Position: President; VP underwriting & reinsurance

Credentials

Lebanese University of Beirut Law School (JD, with honors-1973); fluent in English, French, Arabic.

Principal Areas of Insurance/Reinsurance Experience

In excess of 30 years of insurance and reinsurance experience in the United States, Europe and the Middle East. Currently serve as arbitrator to the insurance and reinsurance industry. Prior work experience includes responsibilities in the following technical areas:

- As an executive of insurance and or reinsurance company, was responsible for ceded and assumed reinsurance audits, commutations, liquidations, and arbitration and litigation management, underwriting and marketing commercial excess and surplus lines, ceded reinsurance, and specialty Lines programs.
- As a member of the Committee of Inspection of the largest reinsurance company liquidation in the US, was a member of a team in charge of oversight of this liquidation.
- As Chairman of the run-off Committee of a pool of reinsurers, which was a part of the largest insurance company liquidation in the US, was in

Years of Experience

Insurance Company: 13

Reinsurance Company: 16

Other: Expert Witness - 14 times

Number of Arbitrations

As an Arbitrator: **62**

As an Umpire: **12**

Completed Arbitrations (Award Issued)

As an Arbitrator: **9**

As an Umpire: **5**

Number of Mediations

As Mediator: **5**

charge of oversight of the workings of this pool, including but not limited to billings, commutations, arbitrations and a host of related administrative matters.

- As president of a US insurance company licensed in 47 states, and vice-president of an affiliated reinsurance company, was responsible for the placement of outward reinsurance, underwriting and marketing specialty programs, captive arrangements and managing general agency operations management.
- As an officer of a large domestic insurance company, I underwrote, marketed and managed a book of large primary casualty and property, excess, direct, reinsurance (facultative and treaty), domestic, and international business.
- As a commercial claims specialist, handled property and casualty claims in several countries located in the Middle-East.

Alternative Dispute Resolution Experience:

- Since 1994 have served as chairman in over ten insurance and reinsurance arbitrations. Also served as party appointed, neutral or sole arbitrator in over 50 insurance and reinsurance arbitrations. In addition, served as a mediator in five mediations, including court ordered mediations and expert witness in 13 cases.

The arbitrations varied in size from \$100,000 to \$75 million. They involved issues including, but not limited to: summary judgment, rescission due to misrepresentations and mishandling of claims, asbestos and environmental liability, pollution, bad faith and extra-contractual obligations allocations, underwriting and claims disputes, financial risk underwriting, professional liability, builders risks, aggregate allocations disputes, number of occurrences and other general commercial property and casualty disputes.

Other Information

Expertise includes primary & excess, direct, reinsurance (facultative & treaty), domestic & international business.

Search Keywords**Professional Background**

- Attorney
- Underwriter
- Claims Department
- Finance Department
- Legal Department
- Former Insurance Company Officer
- Former Reinsurance Company Officer

Insurance

- Architects & Engineers
- Asbestos
- Audit
- Automobile
- Liability/Property
- Captives/Risk Retention Groups
- Commercial Liability
- Commercial Property
- Commutations
- Directors & Officers
- Environmental/Pollution
- Fidelity & Surety
- Product Liability
- Professional Liability/Errors & Omissions
- Retrospective Rating
- Toxic Torts
- Workers' Compensation

Reinsurance

- Commutations
- Contract Wording
- Facultative
- Treaty

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**Sylvia Kaminsky**

ARIAS-U.S. Umpire

**Current Employment****Company: Self-employed**

Position: Insurance/Reinsurance consultant, arbitrator and attorney

Address: 405 Park Street
Upper Montclair, NJ 07043

Phone: 973-783-6031

Fax: 973-783-6031

Email: SYL193@aol.com

Attorney: Yes

Previous Employment**Company: Gerling Global Reinsurance Corporation of America**

Position: 2000-2003 - Sr. V.P. Claims & Legal Counsel
Responsible for legal matters including all arbitrations and litigations; supervised and managed claim staff, handled and coordinated all commutations, claim payments, retrocession recoveries and audits.
1998-2000 - Deputy General Counsel & Deputy Corporate Secretary
Responsible for counseling all departments within company; handled arbitrations and litigations, interpreted, drafted and developed reinsurance agreements and contract wordings; addressed regulatory matters.

Company: Constitution Reinsurance Corporation, 1995-1998

Position: Sr. V.P., General Counsel & Corporate Secretary - responsible for all legal activities supporting business units; handled all arbitrations and litigations; oversaw all regulatory matters; drafted reinsurance agreements.

Company: Private law practice, 1980-1994

Position: Provided all aspects of legal services to domestic and foreign insurers and reinsurers.

Credentials

Admitted to practice in New York State Courts; admitted in Federal Courts - Southern and Eastern Districts of New York, District of Arizona, Ninth Circuit Court of Appeals; American Arbitration Association, Commercial Panel.

Principal Areas of Insurance/Reinsurance Experience

Reinsurance arbitration and litigation; Complex claims including coverage analysis; Contract wording

Other Information

American Arbitration Association - Panel of Commercial Arbitrators, Member of NASD Arbitrator Panel, Member of Arbitration Panel of International Institute for Conflict Prevention/Resolution, Member of Federation of Defense and Corporate Counsel of American Corporate Counsel Association, Association of Professional Insurance Women. Former member of the Reinsurance Association of America Law Committee and Reinsurance Dispute Task Force Sylvia Kaminsky has been in the insurance/reinsurance industry for more than 25 years having extensive experience in the conduct and supervision of insurance and reinsurance disputes. From 1995-1998, Ms. Kaminsky was Senior Vice President, General Counsel and Corporate Secretary of Constitution Reinsurance Corporation (CRC). In this position she was responsible for all legal activities supporting the business operations of the company including the handling of all arbitrations and litigations, overseeing regulatory matters, drafting reinsurance agreements and corporate

Years of Experience**Reinsurance Company:**

8

Law Firm (Insurance/

Reinsurance Practice):

14

Number of Arbitrations

As an Arbitrator: 47

As an Umpire: 13

As Counsel: 25+

Completed Arbitrations (Award Issued)

As an Arbitrator: 9

As an Umpire: 12

As Counsel: 10+

Number of Mediations

As Mediator: 1

As Counsel: 2

contract, and commutations. Ms Kaminsky served on the Board of Directors of CRC and on the Board of Directors of Sirius America Insurance Company, a managed company of CRC. In 1998, CRC was acquired by Gerling Global Reinsurance Corporation where she became Senior Vice President of Claims where she oversaw the claims and litigations as well as the supervision and management of the claims staff. She coordinated all legal and claim departments of two major reinsurance companies. Ms. Kaminsky worked for 14 years in private law practice providing all aspect of legal services to domestic and foreign insurance and reinsurance companies. Ms. Kaminsky is a certified ARIAS-U.S. arbitrator. She is a member of the Federation of Defense and Corporate Counsel, The American Corporate Counsel Association, and Association of Professional Insurance Women. She was a former member of the Reinsurance Association of America Law Committee and Reinsurance Dispute Task Force. Ms. Kaminsky is admitted to practice law in New York State and the federal courts in the Eastern and Southern Districts of New York, the District of Arizona and the Ninth Circuit Court of Appeals.

Search Keywords**Professional Background**

- Attorney
- Claims Department
- Legal Department
- Former Reinsurance Company Officer

Insurance

- Audit
- Commercial Liability
- Contract Wording
- Directors & Officers
- Environmental/Pollution
- Product Liability
- Professional Liability/Errors & Omissions
- Toxic Torts

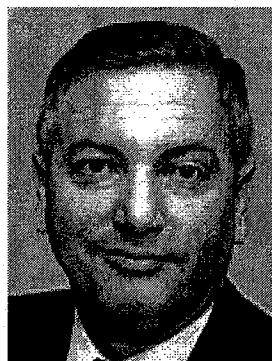
Reinsurance

- Asbestos
- Audit
- Commercial Liability
- Commercial Property
- Commutations
- Contract Wording
- Environmental/Pollution
- Facultative
- MGA/MGU
- Product Liability
- Toxic Torts
- Treaty

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Roger M. Moak
ARIAS-U.S. Umpire



Current Employment

Company: Self-employed

Position: Offering services as an arbitration umpire, party arbitrator, mediator, expert witness, consultant, and regulatory counsel.

Address: 930 Fifth Avenue
Apartment 9-E
New York, NY 10021-2651

Phone: 212-472-4847

Fax: 212-472-4847

Email: rm@rogermoak.com

Attorney: Yes

Previous Employment

Company: Risk Enterprise Management Limited (REM is member company of Zurich Financial Services) - 1996-2003

Position: Executive Vice President, General Counsel and Corporate Secretary 1995-2003. Chief legal officer of the licensed third-party administrator, initially created by Zurich in 1995 to manage The Home's run-off, but which, by 2003, had 160 clients and was listed as the sixth largest TPA by Business Insurance magazine.

Company: The Home Insurance Companies, including U.S. International Reinsurance Company (The Home) - 1991-1995

Position: Senior Vice President and General Counsel 1991-2003, Head of Corporate Claims 1994-1995, Corporate Secretary 1991-1993. Chief legal officer of what was then among the largest commercial property-casualty insurance companies (over \$2.5 billion in annual revenues, over 3000 employees).

Company: Insurance Services Office, Inc. (ISO) - 1980-1991

Position: Senior Vice President and General Counsel. Chief legal officer of the property-casualty insurance industry's largest licensed advisory and statistical organization. (ISO has over \$400 million in annual revenues and over 2,500 employees.)

Company: Speiser & Krause, P.C. - 1970-1980

Position: Member of the firm. Litigated wide variety of commercial contract and tort cases, including cases for and against insurance companies, for firm nationally known for litigation.

Credentials

Bachelor of Science, Cornell University; Juris Doctor, Georgetown University Law Center. Admitted to practice law in New York and in the District of Columbia and before the U.S. Supreme Court, the U.S. Courts of Appeal for the Second, Seventh, and D.C. Circuits, the U.S. District Courts for the Southern and Eastern Districts of New York and the District of Columbia, and the U.S. Tax Court. Appointed to six three-year terms on the Committee on Insurance Law of the Association of the Bar of the City of New York, including one three-year term as Chairman. Elected President of the Insurance Federation of New York, Inc. in 1998 and re-elected each year until 2005, when elected Chairman of the Board of Directors. Member, ARIAS-US, American Bar Association (Section on Dispute Resolution, Section on Business Law, Section on Tort, Trial and Insurance Practice), District of Columbia Bar, International Association of Insurance Receivers, Association of Corporate Counsel.

Principal Areas of Insurance/Reinsurance Experience

Years of Experience

Insurance Company: 12

Reinsurance Company: 12 (concurrent)

Law Firm (Insurance/Reinsurance Practice): 10

Other: 11 years at Insurance Services Office, Inc. (ISO), 7 years as GC

Number of Arbitrations

As an Arbitrator: 18

As an Umpire: 12

Completed Arbitrations (Award Issued)

As an Arbitrator: 2

As an Umpire: 2

Property-casualty insurance, especially the legal and regulatory issues relating to coverage, forms, rating, national accounts, commercial and specialty lines, reinsurance, litigation management, environmental, mass tort, and other complex claims, class actions, run-off management, insolvency. Life insurance, especially misrepresentation cases.

Other Information

Ten years experience in a nationally known litigation boutique law firm, followed by almost 20 years experience as an insurance industry general counsel—as well as many years of significant service in industry and professional organizations—have prepared me well to understand and to resolve both the procedural and substantive issues presented in insurance and reinsurance arbitrations. Formal mediation training from: ABA Section on Dispute Resolution, Association of the Bar of the City of New York

Search Keywords

Professional Background

- Attorney
- Claims Department
- Legal Department
- Former Insurance Company Officer
- Former Reinsurance Company Officer

Insurance

- Antitrust
- Asbestos
- Commercial Liability
- Commercial Property
- Commutations
- Construction Defects
- Contract Wording
- Directors & Officers
- Environmental/Pollution
- Life
- MGA/MGU
- Product Liability
- Professional Liability/Errors & Omissions
- Receivership
- Retrospective Rating
- Third Party Administrator
- Toxic Torts
- Workers' Compensation

Reinsurance

- Asbestos
- Environmental/Pollution

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**Debra J. Roberts**

ARIAS-U.S. Umpire

**Current Employment****Company: Debra Roberts & Associates, Inc.****Position: CEO**

Provides services to the insurance and reinsurance industry as party-appointed arbitrator, umpire, testifying expert and consultant for arbitrations and litigations.

**Address: 877 Island Avenue, #316
San Diego, CA 92101****Phone: 619-546-9770****Fax: 619-546-9781****Email: debra.roberts@cox.net****Attorney: No.****Previous Employment****Company: The following Swiss Re Group companies:**

- North American Reassurance Company, New York, NY - Senior Underwriter
- Atrium Corporation, New York, NY - Vice President
- European International Reinsurance Co. Ltd., Bridgetown, Barbados - Vice President

Position: Officer of property/casualty reinsurer, life/health reinsurer, and reinsurance intermediary. Traditional and finite risk underwriting experience; capital markets, merger & acquisition and investment responsibilities.**Credentials**

MBA Finance, Chartered Financial Analyst

Principal Areas of Insurance/Reinsurance Experience

Underwriting, traditional and finite risk, property/casualty and life/health; international capital markets, merger & acquisition and investment strategy; arbitration and litigation.

Other Information

- ARIAS-U.S. Umpire List.
- Served as expert witness for 10 arbitrations (6 in U.S., 4 in U.K.) and 4 litigations (U.S. federal and state courts).
- Panel member, ARIAS U.K.

Search Keywords**Professional Background**

- Broker
- Underwriter
- Former Reinsurance Company Officer

Insurance

- Alternative Risk/Finite Risk/Self Insurance

Reinsurance

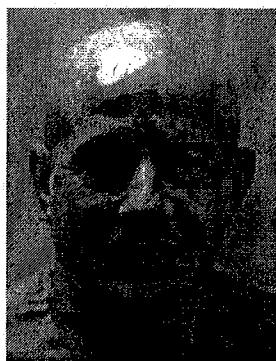
- Alternative Risk/Finite Risk/Self Insurance
- Asbestos

<ul style="list-style-type: none">■ Asbestos■ Disability■ Financial■ Guarantee■ Mergers & Acquisitions■ Product Liability■ Workers' Compensation	<ul style="list-style-type: none">■ Commercial Liability■ Commutations■ Contract Wording■ Disability■ Facultative■ Financial Guarantee■ Mergers & Acquisitions■ Product Liability■ Regulatory/Licensing■ Treaty■ Workers' Compensation
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**Richard L. White**

ARIAS-U.S. Umpire

**Personal Information**

Address: 58 Pine Blvd.
Cedar Knolls, NJ 07927
Phone: 973-292-2421

Current Employment

Company: **Integrity Insurance Company in Liquidation, MIIX Insurance Company in Rehabilitation**

Position: Deputy Liquidator/Deputy Rehabilitator - Responsible for orderly wind-up of the Estate's obligations affecting claims allowance, reinsurance collections and litigation management.

Address: 625 From Road
Paramus, NJ 07652

Phone: 201-261-8938

Fax: 201-262-0249

Email: deputy@lilcl.org

Attorney: No

Previous Employment

Company: **The Resolution Group (a subsidiary of Talegen & Crum & Forster)**

Position: Sr. VP, responsible for establishing financial, systems, and human resources functions for Insurance run-off organizations as a result of restructuring plan approved by Insurance Departments of all fifty states.

Credentials

Certified Public Accountant

Principal Areas of Insurance/Reinsurance Experience

Financial (Insurance/Reinsurance); Commutation/Collection of Reinsurance; Allocation of Reinsurance.

Other Information

Investment Income Chapter: Property-Liability Insurance Textbook, The College of Insurance 1984; Mealey's Insurance Insolvency: "Receivership: A Generational Commitment or Expedited Solution," June 1, 1996; Mealey's Insurance Insolvency: "Aggiornamento: A Tonic for Insolvencies", October 10, 1996; Mealey's Insurance Insolvency: "Truncation and Reinsurer Objections," May 7, 1997; Best's Review: What Am I Bid? - "An Endgame for Receiverships;" Mealey's Environmental Conference: "Insolvency Clause - The Emperor's Old Clothes," November, 1997. Mealey's Litigation Reports: "Reinsurance; Alternatives to Estimation of Claims and Acceleration of Reinsurance Recoverables," May 6, 1999. Mealey's Insurance Insolvency Conference: "Early Closing of Insolvent Insurers," Outsourcing to Guarantee Associations, May 2-3, 1999. Mealey's Reinsurance: "Me Justice" (under nom de plume Pollux), March 17, 2005.

Years of Experience

Insurance Company: 13

Reinsurance Company: 2

Other: Insolvency for 13 years

Number of Arbitrations

As an Arbitrator: 27

As an Umpire: 29

Completed Arbitrations (Award Issued)

As an Arbitrator: 16

As an Umpire: 16

Search Keywords**Professional Background**

- Finance Department
- Active Insurance Company Officer

■ Former Reinsurance Company Officer

Insurance

- Asbestos
- Audit
- Commercial Liability
- Commercial Property
- Commutations
- Environmental/Pollution
- Facultative
- Financial Guarantee
- Mergers & Acquisitions
- MGA/MGU
- Product Liability
- Receivership
- Retrospective Rating
- Third Party Administrator
- Treaty

Reinsurance

- Audit
- Facultative
- Financial Guarantee
- Product Liability

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: PART 50E

101981.41

Pleadings

In the Matter of the Application of NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, P.A., on behalf of itself and each of the related insurers that provided coverage to respondent,

DECISION AND ORDER
Index No.: 120192/02

Petitioner,

For an Order Appointing an Arbitrator in an Arbitration Proceeding

-against-

DYNEER CORPORATION

Respondent.

WILLIAM A. WETZEL, J.:

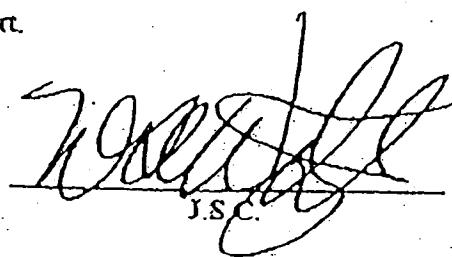
Petitioner brings this proceeding pursuant to CPLR §7504 seeking the appointment of a neutral arbitrator due to the failure of the parties to agree.

While the parties do not agree even as to the reasons for the disagreement there can be no doubt that they have been unable to designate a mutually agreeable "umpire" pursuant to the terms of the arbitration agreement.

The agreement specifically provides for the appointment by this Court in the event of such a stalemate. This Court has reviewed candidates from the list maintained by "ARLAS U.S." and designates Mr. Donald T. DeCarlo of 200 Manor Road, Douglaston, NY 11363. This Court is satisfied that he meets all of the necessary qualifications and has substantial experience as an arbitrator and umpire. In the event Mr. DeCarlo is unable or unwilling to serve, this Court appoints James J. Powers of 133 Grandview Lane Mahwah, NJ 07430.

This constitutes the Decision and Order of this Court.

Dated: New York, NY
July 22, 2003



J.S.

-0873019-7 EXCEL STAFFING SERVICES, INC.

Page 2

6. CAPITALIZATION: (Please Capitalize and Print Name. PLEASE PRINT OR TYPE CLEARLY.)

Business Units must indicate the number of transferable certificates held by business entities holding their beneficial interest in the total assets. PLEASE PRINT OR TYPE CLEARLY.

7. Please provide the corporation's original Articles of Incorporation for the amount of shares authorized.

Number of Shares/Certificates Authorized: 50,000 Class: A Number of Shares (if any):

50,000 Preferred Stock

8. Review all corporate documents for accuracy. If the original number of shares has changed, indicate the appropriate number for the number of shares issued.

Number of Shares/Certificates Issued: 12,511,949 Class: Preferred Number of Shares (if any):

50,000 Preferred Stock

9. SHAREHOLDERS: (Please Capitalize and Print Name. PLEASE PRINT OR TYPE CLEARLY.)

List shareholders holding more than 20% of any class of shares issued by the corporation, or holding more than 4,000 individual shares in the corporation. PLEASE PRINT OR TYPE CLEARLY.

Name: CLIFF BLAKE

Name:

10. OFFICERS: PLEASE PRINT OR TYPE CLEARLY. YOU MUST LIST AT LEAST ONE.

Name: CLIFF BLAKE

Title: PRESIDENT

Address: 37747 N. SCOTTSDALE RD.
SCOTTSDALE, AZ 85260

Date taking office: 6-7-1999

Name:

Title:

Address:

Date taking office:

11. DIRECTOR: PLEASE PRINT OR TYPE CLEARLY. YOU MUST LIST AT LEAST ONE.

Name: CLIFF BLAKE

Address: 37747 N. SCOTTSDALE RD.
SCOTTSDALE, AZ 85260

Date taking office: 6-7-1999

Name:

Title:

Address:

Date taking office:

